



Solicitors Top Up  
Professional Indemnity Insurance Proposal Form

# PI Proposal

# Important Notices

## Claims Made Insurance

This is a proposal for a 'Claims Made' policy of insurance. This means that the policy covers you for any claims made against you and notified to the insurer during the policy period. The policy does not provide cover in relation to:

- acts, errors or omissions that occurred prior to the retroactive date (if one is specified) in the policy;
- any claim made, threatened or intimated against you prior to the commencement of the policy period;
- any claim or fact that might give rise to a claim, reported or which can be reported to an insurer under any insurance policy entered into before the commencement of the policy period;
- any claim or fact that might give rise to a claim, noted in this proposal or any previous proposal;
- any claim arising out of any fact you are aware of before the commencement of the policy period;
- any claim made against you after the expiry of the policy period.

However, the effect of Section 40(3) of the *Insurance Contracts Act 1984 (Cth)* is that where you become aware, and notify us in writing as soon as is reasonably practicable after first becoming aware but within the policy period, of any facts which might give rise to a claim against you, any claim which does arise out of such facts shall be deemed to have been made during the policy period, notwithstanding that the claim was made against you after the expiry of the policy period.

## 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 (Cth)*, 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 their 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.

## Privacy Policy

We are bound by the *Privacy Act 1988 (Cth)* or as amended and its associated National Privacy Principles when we collect and handle your personal information. We collect personal information in order to provide our services and products. We also pass it to third parties involved in this process such as our reinsurers, agents, loss adjusters and other service providers. If you do not provide the information we need we may not be able to offer you insurance or deal with claim(s) under your insurance.

You can seek access to and if necessary, correct your personal information by contacting our Privacy Officer.

When you give us personal or sensitive information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties that we disclose it to and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.

Our Privacy Officer may be contacted during business hours on

Telephone: 02 8298 5800  
Fax: 02 8298 5888  
Mail: Locked Bag 18, Royal Exchange, NSW, 1225

# Professional Indemnity Insurance Proposal Form

**Please Note.** It is important that all questions are answered fully. Where asked to provide additional information by attachment please do so using the Firm, Company or Practice official letterhead. Once all questions have been answered the Firm Principal or Partner must sign and date the proposal in the space provided on the last page.

## Insured Details

1. ABN: \_\_\_\_\_

2. Name of Firm, Company or Sole Practitioner  
\_\_\_\_\_  
\_\_\_\_\_

Name of Service/Administration Companies  
\_\_\_\_\_  
\_\_\_\_\_

Names of any previous Entities requiring cover  
\_\_\_\_\_  
\_\_\_\_\_

3. Principal Address of Firm, Company or Practice  
Street \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Postcode \_\_\_\_\_

4. Principal Contact  
Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_  
Mobile \_\_\_\_\_ Email \_\_\_\_\_

5. What date was the Firm, Company or Practice established? \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

6. Does the Firm, Company or Practice perform work outside Australia, or work for clients who are outside Australia? Yes  No   
If 'Yes', please provide details by attachment

## Firm History & Staff Details

7. Has the Firm, Company or Practice ever changed their Name? Yes  No   
If 'Yes', please provide details by attachment.

8. Has any other Practice or Business amalgamated or merged with the Firm, Company or Practice? Yes  No   
If 'Yes', please provide details by attachment.



15. Does the Firm, Company or Practice have the following formal risk management policies in place:

- |                                    |                              |                             |
|------------------------------------|------------------------------|-----------------------------|
| a) Conflict of Interest Management | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| b) Client Acceptance Protocols     | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| c) Standard Engagement Letters     | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| d) Debtor Management               | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| e) Diary System                    | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

16. Has the Firm, Company or Practice or any of its Partners or other Solicitors attended and achieved accreditation with respect to any risk management or quality assurance programmes conducted by their Law Societies in the last 12 months?

Yes  No

## Insurance & Claims History

17. Does the Firm, Company or Practice currently insure above the compulsory scheme?

Yes  No

If "Yes", please supply the following:

Amount of cover \_\_\_\_\_

When the policy lapsed or expiry date \_\_\_\_\_

Last Annual Premium \_\_\_\_\_

Please note that Questions 18 to 22 relate to all parties seeking cover under this policy.

Enquiry should be made to all parties seeking cover under this policy prior to answering these questions.

18. Has any insurer declined to provide insurance to, or cancelled an insurance policy held by, the Firm, Company or Practice or any past or present Principal or Partner of the Firm, Company or Practice?

Yes  No

If "Yes", please provide full details by attachment.

19. Have any special terms or conditions ever been imposed on any insurance policy held by the Firm, Company or Practice?

Yes  No

If "Yes", please provide full details by attachment.

20. Has any Principal, Partner or Employee of the Firm, Company or Practice ever been subject to any disciplinary proceedings for misconduct in a professional respect?

Yes  No

If "Yes", please provide full details by attachment.

21. During the past ten (10) years has any claim been made, or has liability for any act, error or omission been alleged against the Firm, Company or Practice or any of its predecessors in business or any prior Entity or any of their present or former Principals, Partners or Consultants?

Yes  No

If "Yes", did the total of all payments made in respect of that claim or claims (including any defence costs incurred) exceed \$200,000?

Yes  No

If "Yes", please provide full details by attachment.

22. After full enquiry are any of the Partners, Principals or Employees aware of any circumstances which may give rise to a claim against the Firm, Company or Practice, its predecessors in business or any prior Entity or any of their present or former Principals, Partners or Consultants; which may result in a claim?

Yes  No

If "Yes", please provide full details by attachment.

If "Yes", Do any of these circumstances have the potential to exceed \$200,000?

Yes  No

23. What Limit of Liability is required?

\$1,000,000	<input type="checkbox"/>	\$5,500,000	<input type="checkbox"/>
\$1,500,000	<input type="checkbox"/>	\$8,500,000	<input type="checkbox"/>
\$2,500,000	<input type="checkbox"/>	\$11,500,000	<input type="checkbox"/>
\$3,500,000	<input type="checkbox"/>	\$13,500,000	<input type="checkbox"/>
\$4,500,000	<input type="checkbox"/>	\$18,500,000	<input type="checkbox"/>
		Other	_____

24. Please select the number of reinstatements you require

Unlimited       One       Two

25. Please advise your preferred period of insurance

Start Date      /      /      End Date      /      /

## Declaration

(To be signed by a Partner or Principal on behalf of the Firm and all other Partners or Principals)

I, the undersigned, declare and acknowledge:

- that I am, after enquiry, authorised by all person or entities seeking insurance, to make this proposal;
- that after enquiry, all information supplied in this proposal and any supporting documents attached to this proposal or supplied separately, is true and correct and that until a contract of insurance is entered into, I am obliged to inform Liberty International Underwriters of any changes to any information supplied or of any new information that is relevant;
- that I understand Liberty International Underwriters relies on the accuracy of the information and documentation supplied proposing for this insurance;
- that if a contract of insurance is entered into, all information and documentation supplied in proposing for this insurance shall be incorporated into and form part of such contract of insurance;
- that I have read and understood the Important Notices which form part of this proposal;
- that I understand that no insurance is in force until a contract of insurance is entered into, which is upon the proposers' acceptance of an offer by Liberty International Underwriters, if any.

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

### Return completed form to:

Jardine Lloyd Thompson  
 Fax: 1300 737 578  
 Email: solicitorsPI@jlta.com.au  
 National Toll-free Tel: 1300 660 511