



THE PROPERTY INSTITUTE PROFESSIONAL INDEMNITY INSURANCE PROPOSAL FORM



Important Notice Relating to this Proposal

PLEASE READ THE FOLLOWING ADVICE BEFORE PROCEEDING TO COMPLETE THIS PROPOSAL FORM.

Your Professional Indemnity Insurance Policy is issued on a CLAIM MADE basis. This means that this policy responds to Claims first made against you during the policy period and notified to the Insurer during that policy period, providing that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a Claim may be made against you. When the policy expires, no new notification generally can be made on the expired policy even though the event giving rise to a Claim against you may have occurred during the policy period.

You will not be entitled to indemnity under your new policy in respect of any Claim arising out of circumstances of which you were aware at any time prior to policy inception which would have put a reasonable person in your position on notice that a Claim may be made against you. When completing your proposal you are obliged to report and provide full details of all circumstances which have become known to you and which would put a reasonable person in your position on notice that a Claim may be made against you. This is important to ensure that you make proper disclosure in order that your entitlement to full indemnity under your new policy is not placed in jeopardy.

Your Duty of Disclosure

Before you enter into a contract of general insurance with an Insurer, you have a duty 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, upon 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. If you are not sure whether something is relevant you should inform us anyway. 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 his business, ought to know
- As to which compliance with your duty is waived by their Insurer.

It should be noted that this duty continues after the proposal form has been completed up until the time the policy is entered into.

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. It is therefore vital that you make sufficient enquiries BEFORE you complete your proposal form and BEFORE you sign any declaration that there has been no change in the information proposed.

Surrender or Waiver of any Right of Contribution or Indemnity

Where another person or company would be liable to compensate you or hold you harmless for part or all or any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after the inception of the policy that you would not seek to recover any loss or damage from that person, you are NOT covered under the policy for any such loss or damage.

Notice of Occurrences or Events

If during the period of this policy, the Insured shall become aware of any occurrence which may give rise to a Claim under the policy and shall during the period of this insurance given written notice to the Insurer of such occurrence, any Claim which may be subsequently made arising out of the occurrence of which notification has been given shall be deemed to be a Claim made during the period of this policy whenever such Claim may actually be made.

Claims Made Notice:

The Professional Indemnity Policy is a „claims made“ cover. This means that the policy covers you for claims first made against you during the period of insurance and notified to the underwriter during such period of insurance.

This extension 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 schedule
- Claims made against you after the expiry of the policy even though the event giving rise to the claim may have occurred during the period of insurance
- Claims resulting from any claim, matter or occurrence arising from any act, error or omission that is excluded in the policy
- Claims where the possibility of the claim was intimated in any way prior to the commencement of the period of insurance
- Claims arising from or attributable to any facts, circumstance or occurrences noted on the proposal for the current period of insurance or on any previous proposal or of which notice has been given under any previous policy
- Claims arising from or attributable to any facts, circumstances or occurrences of which you were aware and knew (or ought reasonably to have realized) prior to the commencement of the period of insurance may give rise to a claim.

As explained above, the policy, by its terms, does not provide cover for claims made after the expiry of the period of insurance provided by the policy. It is therefore important that you advise us of any circumstances that could result in a claim during the period of insurance to protect your position in case the circumstances develop into a claim after the expiry of the insurance.

Contract by the Insured Affecting Rights of Subrogation

If the proposed contract of insurance includes a provision which excludes or limits the Insurer's liability in respect of any loss because you are a party to an agreement which excludes or limits your rights to recover damages from a third party in respect of that loss, you are hereby notified that signing any such agreement may place your indemnity under the proposed contract of insurance at risk, and the underwriter may have a right to reject any claim from you in relation to that loss.

Contractual Obligations

Take care to avoid entering into contracts in which you assume obligations above and beyond what the law would otherwise impose upon you. The underwriter may not cover you for any claims occurring in such circumstances.

When completing this Proposal Form

Please answer all questions giving full and complete answers. It is the duty of the Company to provide all information that is requested in the proposal form as well as to add additional relevant fact. A relevant fact is such know fact and/or circumstance that may influence in the evaluation of the risk by the insurer. If you have any doubts about what a relevant fact is, please do not hesitate to contact your broker or insurer. If the space provided on the Proposal Form is insufficient, please use a separate signed and dated sheet in order to provide a complete answer to any question. The proposal form must be completed, signed and dated by a person, who must be of legal capacity and authorized for the purpose of requesting Professional liability insurance for the company. This proposal form does NOT BIND the Company to complete the insurance but will form part of any insurance.

Privacy Statement

The Underwriter is bound by the obligations of the Privacy Act 1993 regarding the collection, use, disclosure and handling of personal information. We will protect the privacy of your personal information. We will use the information you provide in this Proposal Form (including any supplementary documentation) to consider your application for insurance, to determine policy terms, to assess a claim, etc. We may disclose your personal information to third parties who we believe are necessary to assist us. These third parties will only use your personal information for the purposes we provided it to them (or if required by law). We may also be required to disclose your personal information to others for the purposes of public safety and/or law enforcement. If you provide us with personal information about other individuals you must ensure that you obtain consent from those individuals to disclose that information to us. You are entitled to access your personal information and request any correction if required.

SECTION 1: DETAILS OF THE COMPANY

Insured / Company Name:			
Address of Head Office:		Postcode:	
Contact Details:		Title:	
Telephone No:		Email:	
Web Address:		Established:	
Telephone Number:		Registered for GST	Yes / No
Country of Registration:		Company Number	
Address of all other locations (if any) from which the Insured operates:			
Property Institute membership number:			
Please provide details of your risk management, quality assurance, accreditation and peer review processes & practices (attach any additional notes as necessary).			

SECTION 2: PROFESSIONAL BUSINESS ACTIVITIES

1. Please provide a detailed description of your Company Activities which is required to be covered by this policy. You should attach any brochures or promotional material that may provide greater clarity in respect to your professional business, please provide specific detail of the advise you give to your client.

2. Are written disclaimers included with your advise or design given? Yes No
If yes, please attach copies

3. Are verbal reports or advice always confirmed in writing? Yes No
If no, please explain why?

SECTION 3: GENERAL INFORMATION

1. Does the Company have operations outside of New Zealand? Yes No
If Yes, does the Company have operations in USA/Canada? Yes No

If Yes, please provide further details

2. Has the Name of the company ever changed? Yes No
Has any other company or practice amalgamated or merged with you? Yes No
Have you purchased any other company or practice Yes No
If Yes to any of the above, please provide full details

3. Do you anticipate any major changes in / to your company in the forthcoming 12 months? Yes No
If Yes, please provide further details

4. Please provide any overview of your current risk management practices including any details of specific processes you employ to assist with mitigating risk. If you use specific software, please also provide details of the system and how it benefits the work you undertake.

5. Do you have any Professional Indemnity Insurance Cover currently in place? Yes No
If Yes, please state:

Name of Insurer:	
Limit of Indemnity:	
Deductible:	
Expiry Date of the Policy:	
Retroactivity Date:	

6. Have any Claims been made against the Company for professional negligence, errors or omissions in the last 10 years (regardless of whether a claim was made against your insurance policy)? Yes No

If YES, and to ensure that we may provide a quotation with the most competitive terms, please attach the following information for **each** incident as per the checklist below:

- Date of Loss
- Date Reported
- Amount Paid (\$)
- Amount Outstanding (\$)
- Applicable Excess

- Description of incident and from which business activity?
 How and why did loss occur?
 What Action was taken to reduce this claim amount?
 What risk management action has been implemented to reduce or avoid reoccurrence of this type?

7. Is the Company aware, after enquiry of any circumstances or incident, which may give rise to a Claim? Yes No

If Yes, please provide further details

SECTION 4: INCOME DETAILS

Please provide a breakdown of your gross fees / income by Professional Business for the last financial year and the current financial Year, either by stating the whole amounts in New Zealand dollars (\$) of the percentage:

Professional Business	Percentage Breakdown (\$)	Last Financial Years Gross Fees (\$)	Current Financial Years Gross Fees (\$)

Please provide details of the 5 largest contracts or projects undertaken by the Insured / Company

Project Description	Fees / Income (\$)	Project value (\$)	Date Completed (dd/mm/yyyy)

Does any one client (or group of companies) account for more than 50% of your annual gross profession fee income Yes No

If yes, please state the approximate percentage of your annual gross professional fee income and details of the professional business activities given.

What is the approximate average valuation (per situation) of all properties valued in the last 12 months? \$_____ What is the maximum value (per situation) of any property valued over the last 3 years? \$_____ Please provide a breakdown of your gross fees / income for the past 3 years derived from the following fields of work. Year one is the most current:

Professional Valuation Services	Year One \$	Year Two \$	Year Three \$
1. Residential Valuations			
2. Commercial Valuations			
3. Valuer General Contracts			
4. Asset / GST / Insurance Valuations			
5. Expert Witness & Lecturing			
6. Valuation Consultancy			
7. Plant & machinery Valuations			
8. Municipal / Government Contracts			

9. Rural Property			
10. Hotel / Licensed Premises			
11. Lifestyle Blocks			
12. Other (Please specify)			
Total	\$	\$	\$

Realty Activities	Year One	Year Two	Year Three
1. Real Estate Sales			
2. Real Estate Property Management			
3. Auctioneering			
4. Project Management			
5. Other (please specify)			
Total	\$	\$	\$

Please state approximate percentages of your professional business activities relating to the following fields:

Fees Earned From:	% Fee Breakdown
1. Residential Valuations	
2. Commercial Valuations	
3. Valuer General Contracts	
4. Asset / GST/ Stamp Duty / Insurance Valuations	
5. Expert Witness & Lecturing	
6. Valuation Consultancy	
7. Plant & machinery Valuations	
8. Municipal / Government Contracts	
9. Rural Property	
10. Hotel / Licensed Premises	
11. Lifestyle Blocks	
12. Real Estate Sales	
13. Real Estate Property Management	
14. Auctioneering	
15. Project Management	
16. Other (please specify)	
Total	100%

Please stipulate the percentage of Mortgage Work undertaken and for whom is the Mortgage Work Undertaken?

Primary Lenders	Secondary lenders	Solicitor Lenders	Other

SECTION 5: EMPLOYEE INFORMATION

Please state the following:

Total number of employees:	
Number of Principals, Partners, Directors:	
Number of qualified employees:	

Please provide the following details for each of the Insured's Principals, Partners or Directors and attach summary C.V's of your key personnel who are involved with the company activities

Name	Age	Qualifications	Date Qualified	Years in this Practice

1. If Previous Company Cover is required, please complete the following:

Name of Principal, Director or Partner requiring this	Date left previous	Are you aware of any claims or circumstances against the previous

2. Were the Business Activities conducted at the previous firm, the same as the activities mentioned in SECTION 2: PROFESSIONAL BUSINESS? Yes [] No []

If No, please provide further details of your Business activities while working at the previous firm:

3. Are you covered under the previous company policy? Yes [] No []

If Yes, please provide further details:

4. Do you engage any contractors / sub-contractors? Yes [] No []

If Yes, please provide the following details:

Do you require all contractors / sub contractors to carry their own Professional Indemnity Insurance Yes [] No []

What were the total fees paid to contractors / sub contractors in the last financial year \$ _____

What were the services / activities provided by the contractors / sub contractors \$ _____

SECTION 6: LIMIT OF INDEMNITY / DEDUCTIBLE REQUIRED

1. Please state the Limit of Indemnity required:

2.

\$250,000	\$500,000	\$750,000	\$1,000,000
\$2,000,000	\$4,000,000	\$5,000,000	\$10,000,000
Other: please state			

3. Please state the deductible required:

4.

\$5,000	\$10,000	\$15,000	\$20,000
Other: please state			

SECTION 7: DECLARATION AND DISCLOSURE**I, the undersigned, after enquiry declares as follow:**

I am authorized by each of the other applicants to make this application.

I have read and understood the "Important Notices" on the front of this application form.

I understand that, up until a contract of insurance is entered into, I am under a continuing obligation to immediately inform the Insurer of any change in the particulars or statements contained in this application form or in the accompanying documents.

I confirm that I have a current Property Institute of NZ Membership as at the date of applying for this insurance and will hold membership during the term of this insurance.

I understand the use of information supplied in this application may be shared between JLT and The Property

The collection of information required pursuant to the common duty to disclose all material facts relevant to you insurances. You have rights to access, and to correct, this information subject to the provisions of the Privacy Act 1993.

Although the signing of this application form does not bind the applicants to effect insurance, the applicants acknowledge that the particulars and statements contained in this application form and in the accompanying documents shall be the basis of the contract should a policy be issued; and further, the applicants acknowledge that the application form I and the accompanying documents will be incorporated in the policy.

Before you enter into a contract of general insurance with an Insurer, you have a duty 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, upon what terms.

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Name of Practice:

Title:

Signed:
Partner, Principal, Director:

Date:

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Funding

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