



Professional Indemnity Insurance Proposal Form
For Design & Construct Contractors

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, 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 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.

Professional Indemnity Insurance Proposal Form

IMPORTANT: Please answer all questions fully. Attachment(s) on your letterhead should be included if the space in this proposal form is insufficient. Please also attach any brochures or other marketing material issued by you in promoting your services.

Details of the Proposer

1. Name of all Entities / Persons to be insured (collectively referred to in this form as the "Proposer")

2. Address of Principal Office:

Street		City
State	Country	Postcode

3. Address(es) of any Branch Offices:

4. Contact:

Name	Telephone	Facsimile
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5. Company Details:

Registered Company Name _____

Country of Registration _____

Date or Year Established _____

Website Address _____

6. Please advise the number of staff in the following categories:

Principals, Partners or Directors _____

Professional Staff _____

Technical Staff _____

Clerical/Administration Staff _____

Other Staff (please specify) _____

Total _____

7. a) Please provide **by attachment** the following details of each Partner/Principal/Director:

Name _____
 Qualifications & Date Qualified _____
 Period as a Partner/Principal/Director with the Proposer _____

b) **Attach** also the CV of each Partner/Principal/Director.

8. Which professional associations does the Proposer hold memberships of?

Nature of Business

9. When does your financial year end?

Year End Date _____

10. Please advise financial year Total Revenue as follows:

<i>Location</i>	<i>Last Year</i>	<i>Current Year</i>	<i>Estimate Next Year</i>
Hong Kong	\$	\$	\$
United States of America	\$	\$	\$
Other (Asia)	\$	\$	\$
Other	\$	\$	\$
Total	\$	\$	\$

11. If activities are performed in countries other than where your Principal Office is located, please list the Country and the Services provided there.

Country	Services

12. Please breakdown the above Total Revenue into the following categories. For the purposes of this question, **Professional Services** means:

- design and advice in relation to design
- drafting
- specification
- technical calculation
- feasibility studies
- programming and time flow management
- project management
- construction management
- quantity surveying
- surveying
- training in the above

Type of Activities	Revenue received in last 12 months	Revenue estimated for next 12 months
Revenue derived from Design & Construction contracts where the provision of Professional Services was provided by the Proposer.	\$	\$
Revenue derived from Design & Construction contracts where the Proposer had responsibility contractually for the provision of Professional Services , but those Professional Services were sub-contracted to third parties.	\$	\$
Fees received for the provision of Professional Services ONLY .	\$	\$
Fees received where the Proposer was engaged as Project/Construction Management Consultants	\$	\$
Revenue derived from contracts where the Proposer undertook construction, erection, installation or manufacturing activities but had no responsibility contractually or otherwise for the provision of Professional Services	\$	\$
Other Revenue *	\$	\$
Total	\$	\$

* Other Revenue - Please provide a detailed description of the activities from which this revenue is derived.

13. Please advise the approximate percentage of your Total Revenue generated in the last financial year from the following activities.

Areas of Work	Percentage %
Low Rise Residential Buildings (up to 3 floors)	%
High Rise Residential Buildings (over 3 floors)	%
Bridges	%
Tunnels	%
Harbours & Jetties	%
Dams	%
Mines (Underground)	%
Mines (Open Pit)	%
Roads	%
Schools, Hospitals and other Municipal Buildings	%
Small Commercial Buildings (up to \$25m in total contract value)	%
Large Commercial Buildings (over \$25m in total contract value)	%
Small Industrial (up to \$25m in total contract value)	%
Large Industrial (over \$25m in total contract value)	%
Foundations & Underpinning	%
Oil & Gas Pipelines	%
Petrochemicals, refineries, fertilizers, ammonia plants	%
Mechanical Plant and Bulk Handling equipment, including silos	%
Waste Disposal or Treatment Plants	%
Heating, Ventilation, Air Conditioning, Hydraulics & Plumbing	%
Feasibility Studies	%
Power Stations, Transmission, or Distribution	%
Telecommunications	%
Other (please specify)	%
<hr/>	
<hr/>	
Total must be	100%

14. Does any one client represent 25% or more of your Total Revenue? Yes No

If "Yes", please provide details.

15. Contract History

a) Please complete the attached **Contract History Annexure** for the 5 largest contracts the Proposer has entered into in the last 5 years

b) What is the average size of contract that the Proposer would typically undertake?

\$

c) Does the Proposer ever take an equity stake in any of the projects/contracts they are commissioned to work on? Yes No

If "Yes", please provide details of those projects

d) Does the Proposer ever enter into any Build Own & Operate (BOO) contracts or any Build Own Operate & Transfer (BOOT) contracts? Yes No

If "Yes", please provide details

e) Has the Proposer purchased any Specific Project Professional Indemnity Policies? Yes No

If "Yes", please provide details of each project and policy

16. Does the Proposer (including any Partner/Principal/Director) engage sub-contractors to provide any Professional Services? Yes No

If "Yes",

a) What percentage of Professional Services is provided by sub-contractors? _____ %

b) Please specify the Professional Services sub-contracted

c) Is proof of current professional indemnity insurance obtained from all sub-contractors? Yes No

17. Has the Proposer ever been involved in any form of joint venture? Yes No

If "Yes", please provide details.

18. Has there been any substantial change in the business or professional activities of the Proposer in the last 2 years? Yes No

If "Yes", please provide details.

19. Does the Proposer envisage any change in the business or professional activities, or the commencement of any new activity during the next 12 months? Yes No

If "Yes", please provide details.

20. Are there any business or professional activities which are no longer conducted by the Proposer (or by any previous company name used by the Proposer)? Yes No

If "Yes", please provide details including Fee Income derived there from, the period such activity was conducted and the reason for its discontinuation.

21. Has the Proposer been involved in a merger or acquisition over the last 10 years? Yes No

If "Yes", please provide details.

22. Has the Proposer ever traded under another name? Yes No

If "Yes", please provide details.

Claims History

Note: It is important that you make appropriate enquiries before you answer Questions 24 – 26.

23. Has any Partner/Principal/Director ever been subject to any disciplinary proceedings? Yes No

If "Yes", please provide details.

24. Has a claim ever been made against the Proposer (or any previous company name used by the Proposer), or any past or present Partner/Principal/Director or Employee of the Proposer? Yes No

If "Yes", please provide details of matter, claimant, current status, amounts paid and reserve amounts.

25. Is the Proposer including any Partner/Principal/Director or Employee aware of any facts which might give rise to a claim? Yes No

If "Yes", please provide details.

Insurance History

26. Have any special terms or conditions ever been imposed on any insurance policy held by the Proposer? Yes No

If "Yes", please provide details.

27. Has the Proposer ever had any entitlement to indemnity under any insurance policy denied, or otherwise affected due to non-disclosure, misrepresentation or breach of a policy provision? Yes No

If "Yes", please provide details.

28. Has any insurer ever refused to provide terms or offer renewal terms to the Proposer or has any insurance held by the Proposer ever been avoided or cancelled by an insurer? Yes No

If "Yes", please provide details.

29. Does the Proposer currently hold professional indemnity insurance? Yes No

If "Yes", please advise the following:

Insurer

Expiry Date

Sum Insured

Excess

Limit of Liability

30. Limit of Liability sought:

a) \$

b) \$

c) \$

31. Excess sought:

a) \$

b) \$

Bodily Injury & Property Damage

32. Does the Proposer require this Policy to respond to claims arising from bodily injury or property damage? Yes No

33. If 'Yes', does the Proposer maintain a general liability policy? Yes No

If "Yes", please provide details including limit of liability?

34. With respect to the Proposer's General Liability Policy please provide further information with respect to any Professional Liability Exclusion which may be in the wording. For example, does the exclusion only apply where the Insured receives a specific fee for service or does it apply to all design or professional activities?

Optional Extensions

35. Do you want the policy to provide cover for the following?

- | | | |
|--|------------------------------|-----------------------------|
| a) One Automatic Reinstatement of the Limit of Liability | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| b) Claims alleging breach of Intellectual Property Rights outside of North America | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| c) Claims resulting from the Fraudulent or Dishonest conduct of a fellow Insured | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| d) Continuous Cover for claims resulting from facts known prior to inception | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Note: If you request any of these extensions, Liberty is not obliged to offer them. If Liberty decides to offer any of these extensions it may charge an additional premium. The above descriptions are headings only. To fully understand the cover provided by these extensions you must read the relevant clause in the policy wording and/or seek advice from your insurance adviser.

Risk Management

36. Does the Proposer hold ISO or any other third party accreditation for the risk management procedures utilised? Yes No

a) If 'Yes', please advise which accreditation is held and when was this accreditation obtained?

b) How often is it reviewed and by whom is it reviewed?

37. Are verbal reports or advice always confirmed in writing? Yes No

If "No", how are they substantiated?

38. Are standard forms of contract or terms of engagement always used by the Proposer? Yes No

a) If "Yes", please attach copies.

b) If "No", please provide details of the basis of engagement used by the Proposer.

39. Please outline **by attachment** the formal procedures in place relating to the following:

a) risk management, quality control &/or compliance programmes including when such procedures were established, how regularly they are reviewed and whom they are reviewed by.

b) the engagement of consultants, sub-contractors or agents.

c) the identification and reporting of incidents or facts which might give rise to a Professional Liability claim.

d) peer review process & requirements for dual sign-off or approval in respect of any aspect of the business or Professional Services provided by the Proposer.

e) procedures to evaluate and approve new clients, contracts &/or tenders.

f) policy &/or procedures regarding identification and management of conflict of interest.

If such procedures are not in place, please advise how these exposures are managed.

40. If any branch offices are noted, please advise:

a) Partner/Principal/Director in charge.

b) Are they domiciled at that location?

c) How do you ensure compliance by branch offices with corporate policies & procedures?

Declaration

(To be signed by a Partner, Principal or Director.)

I, the undersigned, declare and acknowledge:

- that I understand that I am to disclose in this form, fully and faithfully, all the facts that I know or ought to know, otherwise the Policy issued hereunder may be void and I may receive nothing from the Policy;
- that I am, after enquiry, authorised by all person(s) 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 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 _____

Have you attached the following?

- Question 7 Details and CV of each Partner/Principal/Director.
- Question 39 A Copy of Standard Contract or Terms of Engagement used.
- Question 40 An outline of Risk Management procedures.

Liberty International Underwriters is a trading name of Liberty Mutual Insurance Europe Limited, a company incorporated in the United Kingdom.

Annexure A – Contract History

Client	Name & Location of Project	Contract Period	Contract Value	Services Provided
		From		
		To		
		From		
		To		
		From		
		To		
		From		
		To		
		From		
		To		