



Notice to the Applicant

This notice must be read before you complete the Application form.

1. Disclosure of Relevant Facts

Duty of Disclosure

Under the Insurance Contracts Act 1984 (the Act), you have a Duty of Disclosure. You are required before you enter into, renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

- **You do not have to tell us about any matter**

- that diminishes the risk
- that is of common knowledge
- that we know or should know in the ordinary course of our business as an insurer, or
- which we indicate we do not want to know.

- **If you do not tell us**

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having worked.

2. Claims Made Policy

This Policy operates on a 'claims made and notified' basis. This means that the Policy covers you for claims made against you and notified to us during the period of insurance.

The Policy does not provide cover in relation to:

- acts, errors or omissions actually or allegedly committed prior to the retroactive date of the Policy (if such a date is specified)
- claims made 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 notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy
- claims made, threatened or intimated against you prior to the commencement of the period of insurance
- facts or circumstances of which you first became aware prior to the period of insurance, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this Policy
- claims arising out of circumstances noted on the Application form for the current period of insurance or on any previous application form.

Where you give notice in writing to us of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of insurance, you may have rights under Section 40(3) of the Insurance Contracts Act 1984 to be indemnified in respect of any claim subsequently made against you arising from those facts notwithstanding that the claim is made after the expiry of the period of insurance. Any such rights arise under the legislation only. The terms of the policy and the effect of the policy is that you are not covered for claims made against you after the expiry of the period of insurance.

3. Average Provision

The policy may provide that if a payment in excess of the limit of indemnity available under the policy has to be made to dispose of a claim, the insurer's liability for costs and expenses incurred with its consent shall be such proportion thereof as the amount of indemnity available under this policy bears to the amount paid to dispose of the claim.

You should familiarise yourself with our standard form of policy for this type of cover before submitting this declaration.

4. Privacy Statement

QBE includes information about how we manage your personal information in our Product Disclosure Statements and policy booklets. You can obtain a copy of the **QBE Privacy Policy Statement** from our website www.qbe.com or contact in writing, to The Compliance Manager, QBE Insurance (Australia) Limited, GPO Box 82 Sydney NSW 2001 or email: compliance.manager@qbe.com.



Professional Indemnity Insurance
Application Form
Pool Safety Inspectors

IMPORTANT: Please answer ALL questions fully. If there is insufficient space please provide details on your letterhead. Where provided tick (✓) appropriate box to indicate answer. The Applicant will be referred to in this Application as “You” or “Your”.

A. Details of Applicant					
1. Full name of all entities to be insured. (It is essential that you specify the names of all entities including service, administrative or nominee companies and subsidiaries that you wish to be covered by this Policy).					
2. Address of head office or principal office.					
				State	Postcode
Website	www.				
3. Address(es) of branch offices or other locations.					
4. Date on which the Practice was established.				/	/
5. Please supply the following details.				Period Practicing as Partner / Principal / Director	
Names of all Partners / Principals / Directors	Age	Qualifications	Date Qualified	This Practice	Previous Practices
			/ /		
			/ /		
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			/ /		
			/ /		
6. Please supply total numbers of:					
(i) Partners / Principals / Directors		(v) Non-technical administrative staff			
(ii) Professional qualified staff		(vi) Clerical staff – typists, receptionists etc			
(iii) Other technical staff		(vii) Other staff (please specify)			
(iv) Trainee staff		Total all Partners / Principals / Directors and staff			
Please enclose curriculum vitae or resumes for all Partners / Principals / Directors detailing qualifications and a summary of career experience.					

B. Details of Practice

7. (a) Has the name of the Practice ever been changed? Yes No
 (b) Has any other practice or business amalgamated or merged with you? Yes No
 (c) Have you purchased any other Practice or business? Yes No
 If you have answered "Yes", to either (a), (b) or (c), please supply details.

8. Is any Partner, Principal or Director connected or associated (financially or otherwise) with any other practice or business? Yes No
 If "Yes", please supply details.

9. Please list the professional bodies or associations to which the Applicant belongs.

Activity	%
10. (a) Residential swimming pool safety inspection and certification.	
(b) Other (Please provide details)	
Total	100%

11. Please provide brief description and fees for the five (5) largest contracts undertaken over the past five (5) years.

Brief description	Fees \$

12. Do you engage consultants, sub-contractors or agents? Yes No
 If "Yes",
 (a) do you insist they carry their own Professional Indemnity Insurance? Yes No
 (b) do you enter into any hold-harmless agreements or otherwise waive any legal rights or entitlements which you may have against such consultants, sub-contractors or agents? Yes No
 If "Yes" to question (b), please supply details.

13. Do you envisage any substantial changes in your activities or are there any major new operations contemplated during the next 12 months? Yes No
 If "Yes", please supply details.

B. Details of Practice (continued)

14. Do you perform work outside of Australia, or work for clients located overseas? Yes No

If "Yes", please supply details.

C. Financial Details

15. (a) Please advise the date of your financial year end

/ /

(b) Please provide the amount of gross income/fees for the following:

Australia

Overseas

(i) current financial year (estimate)

\$A

\$A

(ii) last financial year

\$A

\$A

(iii) previous financial year

\$A

\$A

(c) Please provide the amount of the largest annual fee for any one client:

\$A

\$A

16. Please provide the approximate percentage of your activities (based on fee income) applicable to each State, Territory and Overseas.

NSW	VIC	QLD	SA	WA	TAS	NT	ACT	O/S
%	%	%	%	%	%	%	%	%

D. Claims Details

17. Has any Partner, Principal, Director, or staff member ever been subject to disciplinary proceedings for professional misconduct? Yes No

If "Yes", please supply details.

18. Have any claims for negligence or breach of professional duty been made in the last ten (10) years against the Practice or any of their predecessors in business or any prior practice of any of their present or former Partners, Principals or Directors, or have circumstances been notified to insurers that might give rise to a claim? Yes No

If "Yes", please supply the following details in respect to each matter.

Date Matter Notified	Name of Insurer (if any)	Name of Claimant or Potential Claimant	Brief Description of Matter	Amount Paid or Estimate of Potential Liability	Is Matter Finalised or Outstanding?

E. Details of Insurance Cover

19. Are any of the Partners, Principals or Directors, AFTER ENQUIRY, aware of any claim or circumstance that might give rise to a claim against the Practice or any prior practice of any of their present or former Partners, Principals or Directors which matter is not referred to in Question 21 above?

Yes No

If "Yes", please provide the following details in respect to each matter.

Name of Claimant or Potential Claimant	Brief Description of Matter	Estimate of Potential Liability

20. (a) Does the Practice presently carry or has the Practice ever carried, Professional Indemnity Insurance?

Yes No

If "Yes", please supply details.

Insurer		
Expiry date	/ /	
Limit of Indemnity	\$	
Premium	\$	

(b) Has the Practice or any Partner, Principal or Director ever been refused this type of insurance, or had similar insurance cancelled, or had an application of renewal declined, or had special terms imposed?

Yes No

If "Yes", please supply details.

F. Application for Cover

21. (a) Limit of Indemnity required

\$

(b) Deductible/Excess requested (Each and Every Claim)

\$

(c) Optional Extensions:

• Aggregate Limit of Indemnity (Reinstatement)

Yes No

• Fidelity

Yes No

• Previous Business

Yes No

22. Fidelity Cover

To be completed where the Applicant is applying for the **Fidelity Extension**.

(a) Does the Practice presently carry any Fidelity Guarantee Insurance?

Yes No

If "Yes", please give details.

Insurer		
Expiry date	/ /	
Limit of Indemnity	\$	
Deductible/Excess	\$	

F. Application for Cover (continued)

(b) Has the Practice sustained any loss through the fraud or dishonesty of any employee? Yes No

If "Yes", please supply details and state precautions taken to prevent a recurrence.

(c) Is any member of the Practice's staff allowed to handle cash or transferable documents or sign cheques on his/her signature alone? Yes No

(d) How often and by whom are the entries in the cashbook checked with the vouchers and reconciled with the bank statements and returned cheques?

(e) Does the Practice always require and obtain satisfactory references when engaging employees? Yes No

23. Previous Business Cover

To be completed only where the Applicant is applying for the Previous Business Extension.

Name of principal, partner or director seeking Previous Business Cover	Names(s) of previous business(es)	Estimate Gross Income for previous business(es) for 2 financial/ calendar year ends immediately prior to principal, partner or director leaving	To the best of your knowledge, does the previous business(es) carry their own current Professional Indemnity Policy?	Please provide details of the types of professional services offered by the previous business(es)

It is important that the claims and circumstances question within this Application Form fully reflect the claims and circumstances history of any prior Practice or previous business.

G. Declaration and Authorisation

- I have received a copy of the Policy Terms and Conditions.
- I am authorised to complete and sign this insurance application on behalf of the Practice.
- The responses provided are made based on information provided to me by the Principals, Partners and Officers of the Practice.
- I authorise QBE Insurance (Australia) Limited ABN 78 003 191 035 to give or obtain from other insurers or insurance reference bureaus or credit reporting agencies, any information about this insurance or any other insurance held by the Practice including this completed application and the Practice's claims history and credit history.

Signed,
Partner, Principal
or Director

X

Date

/ /

Please return the completed form to your Financial Services Provider.