



Woodina
Underwriting Agency

Professional Indemnity Proposal Form

Property Valuers

Email: proposals@woodina.com.au

Website: www.woodina.com.au

NOTICE TO INSURED

(Pursuant to the provisions of the Insurance Contracts Act 1984)

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 which 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 this duty until we agree to insure you.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of insurance.

Your duty however does not require disclosure of a matter:-

- that diminishes the risk to be undertaken by the insurer
- that is common knowledge
- that the insurer knows or, in the ordinary course of business as an insurer, 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.

Claims Made Policy

This policy is a claims made policy of insurance. This means that the policy covers you for claims made against you and notified to the Insurer during the period of insurance. The Policy does not provide cover in relation to:

- events that occurred prior to the retroactive date, if any, specified in the Policy;
- claims notified or arising out of circumstances notified under any previous policy (whether made or issued by the Insurer or any other insurer);
- claims made against you prior to commencement of the period of insurance;
- claims arising out of claims and circumstances noted on the proposal form for the current period of insurance or on any previous proposal form;
- subject to what is said in the next paragraph, claims made after expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance.

However, where you give notice in writing to the Insurer of facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before expiry of the period of insurance, the policy will, subject to its terms and conditions, cover you notwithstanding that a claim is only made after expiry of the period of insurance.

Average Provision

The Insurer provides that if a payment in excess of the limit of indemnity available under the policy has to be made to dispose of the claim, the liability of the Insurer 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.

Surrender of 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 of any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after 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 unless the agreement of the Insurer is obtained beforehand.

Please complete all questions fully. If there is insufficient space provided to answer please provide details on your letterhead.

Section 1 Your Details

- 1.1 Please provide the full legal name of all entities to be insured under the Policy:
(It is important you include all service, administration or nominee companies)

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- 1.2 Trading Name:

- 1.3 Your ABN:

- 1.4 Date Established:

- 1.5 Your Contact Details

Address:

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Telephone Number:

Email:

Website:

Address of any Branch Offices:

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- 1.6 Principals/Partners/Directors:

Name	Qualification	Date Obtained	Years as a Principal	
			This Practice	Previous Practice

1.7 Staff Details:

Principals/Partners/Directors:

Licensed/Registered Valuers:

Graduate/Student Valuers:

Sales Persons:

Property Managers:

Administrative Staff:

Other Staff:

Total Staff:

1.8 Are you a current financial member in good standing of the API? Yes No

Section 2 Your Business

2.1 Has the name of your business ever changed? Yes No

2.2 Have you ever amalgamated or merged with another business? Yes No

2.3 Have you purchased any other business or practice? Yes No

If you have answered Yes to any of Questions 2.1, 2.2, or 2.3 please provide full details:

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2.4 Does any Principal, Partner or Director of the Insured detailed in answer to question 1.1 of this proposal have any connection or association (financially or otherwise) with any other business or practice? Yes No

If yes, please provide details:

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2.5 Have there been any substantial changes in your business activities in the past 12 months? Yes No

2.6 Do you anticipate any substantial changes in your business activities in the next 12 months? Yes No

If you have answered Yes to any of Questions 2.5 or 2.6 please provide full details:

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- 2.7. Do you engage sub-contractors? Yes No
 If Yes:
- i. Do you insist and check that they carry their own Professional Indemnity Insurance? Yes No
 - ii. What percentage of total revenue is paid to sub contactors?%
 - iii. Please specify the professional services subcontracted:

- 2.8. Do you perform work outside of Australia, or work for clients located overseas? Yes No
 If yes, please provide details:

For Sole Proprietors ONLY (otherwise please proceed to Section 3)

- 2.9 Please provide details of the length of service & experience of your assistants:

- 2.10 Please provide details of the arrangements you have in place to assist you during temporary absences?

Section 3 Valuation Work Break-Up

3.1 Property Type:

	Now	6 years ago
Please provide a percentage split of income derived from:		
Residential under \$2 Million%%
Residential over \$2 Million%%
Commercial/ industrial under \$5 Million%%
Commercial/ industrial over \$5 Million%%
Rural properties*%%
Retail outlets%%
Hotels / pubs / licensed premises%%
Shopping centres%%
Sporting complexes%%
Caravan parks%%
Plant / machinery%%
Business valuations%%
Vacant land%%
Other (please provide details below)%%
Total:	100%	100%

*Rural properties include vacant land, buildings on land and farming or income generation on land outside a City or town centre.

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3.2 Approach:

Please provide a percentage split of income derived from:	Now	6 years ago
Full valuations%%
Kerbside / restricted access valuations%%
Desktop assessments%%
Total:	100%	100%

3.3 Purpose:

Please provide percentage split of valuations by purpose	Now	6 years ago
Mortgages%%
Non- mortgages%%
Estate Agency		
- Residential sales%%
- Commercial sales%%
- Residential Property Management%%
- Commercial Property Management%%
- Business Broking%%
- Property Consulting%%
Total:	100%	100%

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3.4 Development valuations

If you have ever conducted development valuations:	Now	6 years ago
Please provide percentage split of valuations by purpose%%

If you have conducted development valuations in the last three years, provide the following details:

- i. What proportion were conducted for mortgage purposes?
- ii. Were all conducted and signed off by a valuer with at least 5 years development valuing experience and 10 years general valuing experience? Yes No
- iii. How many in this 3 year period?
- iv. How many were over \$5m for mortgage purposes?
- v. How many were over \$10m for mortgage purposes?
- vi. What was the average valuation for mortgage purposes?
- vii. Were any to non-securitised lenders? Yes No

If yes, which lenders?

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3.5 Non-mortgage:

Please separate this work as follows:

	Now	6 years ago
Rent reviews%%
Asset/ tax/stamp duty%%
Insurance%%
Govt municipal/redemptions%%
Tax depreciation schedules%%
Expert witness/matrimonial%%
Buyers%%
Other (please provide details below)%%
Total:	100%	100%

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3.6 Mortgage Valuation Recipient:

Please separate this work as follows:

	Now	6 years ago
Authorised Deposit Taking institutions%%
Non-bank securitised lenders%%
Other (please provide details below)%%
Total:	100%	100%

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3.7 Have you ever provided any mortgage valuations for any of the following?

1) Property investment funds	Yes	No
Banksia	Yes	No
Equititrust	Yes	No
Provident Capital	Yes	No
Gippsreal Limited	Yes	No
Investec Bank	Yes	No
2) Managed investment schemes	Yes	No
Solicitor mortgage facilities	Yes	No
Permanent Custodians/Bluestone Mortgages	Yes	No
Pepper	Yes	No
Liberty	Yes	No
Resimac	Yes	No
La Trobe	Yes	No

If Yes, please provide details below, including the number of such valuations in all in the last 6 years and the number over \$5m, for each such lender

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3.8 Please provide details of your 5 largest single valuations undertaken in the past 3 years:

Client	Valuation Type	Year	Valuation Amount

3.9. Please advise the average valuation in the last 3 years:

- i. For Mortgage \$.....
- ii. For non-mortgage \$.....

3.10. Does any single Client represent more than 35% of your total activities? Yes No

If yes, please provide full details:

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Section 4 Your Risk Management Program

4.1 Do you have a documented Risk Management protocol? Yes No

- a) Provide a copy of this document.
- b) Advise when was the program implemented?
- c) Is it subject to regular review? Yes No

4.2 Are all qualified staff provided with ongoing training and education in respect of risk management and the application of these programs? Yes No

4.3 Does the Proposer use a standard form of contract or terms of engagement? Yes No

If yes,

- i. Does this contract or terms of engagement contain a clause providing disclaimers, and a limitation to your liabilities? Yes No
- ii. Does your standard contract include clauses relating to limitation of use of the valuation? Yes No

- 4.4. Does the Proposer have in place any formal procedures for the identification and reporting of incidents or circumstances which may give rise to a professional indemnity claim? Yes No
- 4.5. Do you have formal procedures in place to review their methods, processes and practices with the intention of avoiding the future occurrence of any similar incidents or circumstances which may give rise to a professional indemnity claim? Yes No
- If Yes, please provide details:

- 4.6 Are valuations always confirmed in writing? Yes No
- 4.7 Are all valuations signed off by a Director or senior licensed valuer? Yes No
- 4.8 What is your Director to Valuer ratio? (Eg: 1:4)
- 4.9 Does the proposer have in place formal peer review processes? Yes No
 If **Yes**, advise when they were first implemented:
- 4.10 Do you employ Graduate / Student valuers? Yes No
 If **Yes**, are student / graduate valuers always accompanied by a qualified and registered valuer on all valuations Yes No

Section 5 Your Financial Details

5.1 Please advise the total annual gross professional fees for:

	Australia	Overseas
Last financial year
Average last 3 years
Estimate for next financial years

5.2 Please provide the approximate percentage of your activities (based on fee income) applicable to each State or Territory:

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

5.3 If you perform work outside Australia, or work for clients located overseas please provide details of the amount of overseas income and the countries involved:

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5.4 **The two following questions are ONLY to be answered if you generate income in NSW**

- i) Are you a Capital Gains Tax small business entity (within the meaning of section 152-10(1AA) of the Income Tax Assessment Act 1997 (Cth)? Yes No
- ii) Are you a small business individual, partnership, company and/or trust which is carrying on a business, and the business has an aggregated turnover of less than \$2,000,000? (Aggregated turnover is your Australia wide annual turnover plus the annual turnovers of any business entities that are your affiliates or are connected with you). Yes No

Section 6 Your Claims History

- 6.1a After enquiry, have any claims for negligence or breach of professional duty been made against your business or practice or any of its predecessors in business or any prior business or practice or any of its present or former Principals, Partners or Directors or has any fact or circumstance been notified to the insurers that has the potential to give rise to such a claim? Yes No

If yes, please provide full details:

Date Notified	Name of Claimant	Brief Description of Matter	Quantum	Status

- 6.1b If **Yes**, have all such claims or circumstances been notified to past insurers Yes No

- 6.2 After enquiry, are any of the Principals, Partners or Directors aware of any fact or circumstance which has the potential to give rise to a claim against your business or practice or any business or practice of any of their present or former Principals, Partners or Directors which is not referred to in Question 5.1 above? Yes No

If yes, please provide full details:

Date first became aware of matter	Name of potential Claimant	Brief Description of Matter	Quantum

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

If yes, please provide details:

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6.4 After enquiry, are any Principals, Partners or Directors or staff members aware of any enquiry, professional disciplinary proceedings or similar process connected to your business which they, or any other member may be required to attend? Yes No

If yes, please provide details:

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Section 7 Your Insurance History

7.1 Do you currently hold any Professional Indemnity Insurance? Yes No
If yes, please provide the following information:

Name of Insurer:

Expiry Date:

Limit of Indemnity: \$.....

Deductible: \$.....

Retroactive Date:

Premium: \$.....

7.2 Has the firm, any partner, principal or director ever been refused this type of insurance, had special terms imposed, had a policy cancelled or had an application for renewal declined? Yes No

If yes, please provide details:

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Section 8 Your Insurance Request

8.1 Limit of Indemnity Options:

- \$1,000,000 \$2,000,000 \$3,000,000
 \$4,000,000 \$5,000,000 Other: \$.....

8.2 Deductible Options:

- \$10,000 \$20,000 Other: \$.....

8.3 Do you require Partners' Previous Business cover? Yes No
If yes, please advise:

Names of Partners requiring cover	Name of Previous Practice	Period Practicing as a Partner of previous business

Privacy

Woodina Underwriting Agency Pty Ltd is committed to protecting the privacy of the personal information you provide us. Woodina collects, uses and retains your personal information in accordance with the National Privacy Principles.

We need to collect the personal information on the applicable proposal form to consider your application for insurance and to determine the premium (if your application is accepted) when you are applying for, changing or renewing an insurance policy with us. This information will also be used if you lodge a claim under your policy. We may also need to request additional information from you in connection with your application or a claim.

If you do not provide us with this information, or any additional information we request, we may not be able to process your application or offer you insurance cover or respond to any claim.

We may disclose the personal information we collect:

- To our relevant employees involved in delivering our services;
- If your insurance broker collects this form from you, to that broker;
- To facilitators such as legal firms, professional experts such as accountants, actuaries, engineers and technology experts;
- To the insurance companies with whom we transact business;
- To the Lloyd's Syndicates we represent (which are located in the United Kingdom);
- To insurance reference bordereau or credit reference bordereau;
- To reinsurers or reinsurance brokers (which may include reinsurers located outside of Australia).

Where we do disclose the information as above the recipient may hold the information in accordance with its own privacy statement / policies. Those may include, by way of example, disclosing the information to and storage of that information by its associated entities which may be located overseas. Full details can be found on the recipient's website. However, we can also provide a copy to you on request.

We may also be required to provide your personal information to others for purposes of public safety and law enforcement and if required by law or by a law enforcement body to do so.

You may request access to your personal information, and where necessary, correct any errors in this information (some restrictions and costs may apply).

By completing and returning the proposal form and/or providing us with any additional information in connection with your application, you agree to us using and disclosing your information as set out above. This consent to the use and disclosure of your personal information remains valid unless you alter or revoke it by giving us written notice.

From time to time, we may use your personal information to send you details of new insurance products or other insurance related information that may be of interest to you. If you do not wish to receive such information, please contact our General Manager or Operations Manager on (07) 3222 9400.

If you would like to access a copy of your personal information or you wish to correct or update your personal information, please also contact us on (07) 3222 9400 or email info@woodina.com.au.

Declaration

I/We declare and warrant that all the statements and particulars here given are true and that no information whatever has been withheld which might influence a prudent Insurer's judgment and the acceptance of this Proposal. Should the above particulars alter in any way, I/We will advise Insurers as soon as possible.

I/We understand that failure to disclose any material facts which would be likely to influence the acceptance and assessment of the Proposal may result in Insurers refusing to provide indemnity or voiding the policy in every respect.

I/We hereby agree that this Declaration shall be the basis of the contract between me/us and Insurers.

Name of Proposer:

Signed on behalf of all Principals / Partners / Directors:

Dated: