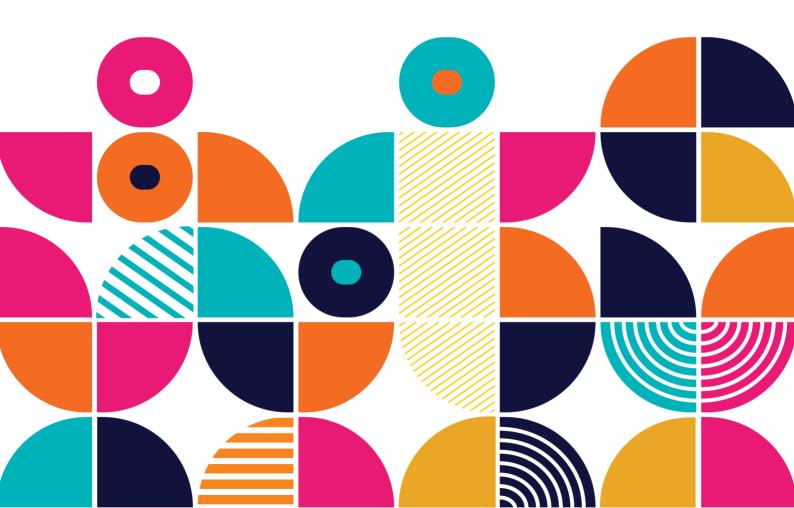
### **IT Consultants**

Professional Indemnity Insurance

Proposal Form



### **IMPORTANT NOTICE**

#### ABOUT PROBITAS PACIFIC

Probitas 1492 (Pacific) Pty Ltd (**Probitas Pacific**) ABN 82 663 993 244 AFSL 545082 has an authority from the **Insurer** to arrange, enter into, bind and administer this **policy** (including handling and settling claims) on behalf of the **Insurer** as if it were the **Insurer**. Probitas Pacific acts as an agent for the **Insurer** and not for the **Insured** (also referred to in these Important Notices as "you" and "your").

### YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty to tell us of anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms. You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary, replace, or reinstate an insurance contract. If you have made a statement and this changes before the end of the above relevant time, you must tell us about this change before the time ends.

You do not need to tell us anything that:

- · reduces the risk we insure you for;
- is of common knowledge;
- we know or should know as an insurer; or
- · we waive your duty to tell us about.

### IF YOU DO NOT TELL US SOMETHING

If you do not meet the duty, to the extent permitted by law, we may reject or not fully pay your claim. We may also, or as an alternative, cancel your insurance or if the failure to meet the duty was fraudulent, treat it as if it never existed.

#### **CLAIMS MADE AND NOTIFIED**

This insurance is issued on a 'claims made and notified' basis. This means that the policy covers **Claims** that are first made against you and notified to us during the **Policy Period**.

Where your **Policy** has an extended or additional reporting period, subject to the terms of the **Policy**, you may have:

- an additional period to tell us about Claims first made against you during the Policy Period; and/or
- cover for Claims first made against you during the extended reporting period and which you tell us about during the extended reporting period – provided the Claim is based on an act, error, or omission alleged to have been committed prior to the expiry of the Policy Period.

The **Policy** doesn't cover facts or circumstances of which you first became aware prior to the **Policy Period**, and which you knew or ought reasonably to have known had the potential to give rise to a **Claim** against you, subject to any 'Continuous Cover' extension which may, subject to its terms, provide an exception to this.

If a **Retroactive Date** is applied or shown on the **Policy Schedule**, the **Policy** also doesn't cover **Claims** arising directly or indirectly from any acts, errors, omissions, or events actually or allegedly occurring before that date.

The above is only a high-level overview. You must refer to the **Policy** for full terms and conditions that apply to you.

### WRITTEN NOTIFICATION OF FACTS

By reason only of the operation of section 40(3) of the Insurance Contracts Act 1984 (and not as a term of the **Policy**), if you give us notice in writing of facts that might give rise to a **Claim** against you as soon as reasonable after you became aware of those facts but before the insurance cover provided by the **Policy** expired, we are not relieved of liability under the policy in respect of the claim, when made, by reason only that it was made after the expiration of the **Policy Period**. Any such rights arise under the legislation only and not the **Policy** terms.

### GENERAL INSURANCE CODE OF PRACTICE

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (Code), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry. Lloyd's has adopted the Code on terms agreed with he Insurance Council of Australia. For further information on the Code, please visit www.codeofpractice.com.au. The Code Governance Committee (CGC) is an independent body that monitors and enforces

insurers compliance with the Code. For more information on the Code Governance Committee (CGC) go to https://insurancecode.org.au.

#### **COMPLAINTS AND DISPUTE RESOLUTION PROCESS**

### Internal Dispute Resolution process

We view seriously any complaint made about our products or services and will deal with it promptly and fairly. If you have a complaint, please first try to resolve it by contacting the relevant member of our staff. If the matter is still not resolved, please then contact our Internal Disputes Resolution Officer using the contact details on the back cover of this document. They will seek to resolve the matter in accordance with our Dispute Resolution procedures.

If we cannot resolve your complaint to your satisfaction, we will (or you may) escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team:

Lloyd's Australia Limited Level 16, Suite 1603, 1 Macquarie Place, Sydney, NSW 2000. Telephone: (02) 8298 0783 Email: idraustralia@lloyds.com

If You are not satisfied with the final decision, you may wish to contact the Australian Financial Complaints Authority (AFCA) details below.

### Australian Financial Complaints Authority (AFCA)

AFCA is a free independent external disputes resolution service provided to customers to review and resolve complaints subject to them falling within its rules. You may refer a complaint to the AFCA at any time. Time limits apply. For example, AFCA may not consider a complaint referred to AFCA more than 2 years after we provide a final IDR response to the Insured, unless AFCA considers special circumstances apply. If in doubt, contact AFCA.

For details You can visit their website at www.afca.org.au or contact them:

Australian Financial Complaints Authority PO Box 3 Melbourne, VIC, 3001 Telephone: 1800 931 678 Email: info@afca.org.au

If AFCA tells you that under its Rules it cannot assist or consider the dispute, then you can seek independent legal advice. You can also access any other external dispute resolution (including in some cases the Financial Ombudsman Service (UK)) or other options that may be available to you.

For more information on how we handle complaints request a copy of our procedures from us.

### PRIVACY STATEMENT

In this Statement:

- "We", "Our" and "Us" means Probitas 1492 (Pacific) Pty Ltd and the Lloyd's Underwriters we act on behalf of.
- "You" and "Your" refers to anyone using Our services or providing Personal Information

We are committed to protecting Your privacy in accordance with the requirements of the Privacy Act 1988 (Cth) ("Privacy Act") and the Australian Privacy Principles (APPs), as amended, replaced or superseded from time-to-time.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, hold, use and disclose Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our website at: https://probitas1492.com/privacy-policy-probitas-pacific/

**Personal Information** is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- whether the information or opinion is true or not;
- whether the information or opinion is recorded in a material form or not.

It includes Sensitive Information as defined in the Privacy Act which includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation,

religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

### WHY WE COLLECT, HOLD, USE AND DISCLOSE YOUR PERSONAL INFORMATION

The primary purpose for collecting, holding, using and disclosing Your Personal Information is to enable Us to provide Our insurance services to You or where reasonably necessary for or directly related to one or more of our insurance functions and activities (including but not limited to deciding whether to issue a policy, determine the terms and conditions of the policy, compiling data to help develop and identify other products and services that may interest clients, and handling claims). Sometimes We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

If You do not provide the personal information requested and/or do not provide Us with Your consent to collecting, holding, using or disclosing Your Personal Information as set out in this Privacy Statement, We may not be able to provide our insurance services (for example, Your insurance application may not be accepted) or You may be in breach of Your duty regarding disclosure to insurers.

### HOW WE OBTAIN YOUR PERSONAL INFORMATION

We collect Your Personal Information at various points including, but not limited to, when You are applying for, changing, or renewing an insurance policy with Us or when We are processing a claim or handling any complaint. Personal Information is usually obtained directly from You, but sometimes via a third party such an insurance intermediary or your broker or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

#### WHEN DO WE DISCLOSE YOUR PERSONAL INFORMATION?

We may disclose the information We collect to third parties where it is reasonably necessary for, or directly related to, the services we provide to You.

This can include the policyholder (where the insured person is not the policyholder, i.e. group policies) to joint policyholders, our related companies (and persons they rely on to provide their services), our agents or contractors, insurers, their agents and others they rely on to provide their services and products (e.g. reinsurers), premium funders, other insurance intermediaries, insurance reference bureaus, loss adjusters or assessors, medical service providers, credit agencies, lawyers and accountants, prospective purchasers of our business and our alliance and other business partners. They are prohibited from using Your Personal Information except for the specific purpose for which We supply it to them and We take such steps as are reasonable to ensure that they are aware of the provisions of Our Privacy Policy in relation to Your Personal Information.

These third parties which may be located outside of Australia (such as in the UK). These entities and their locations may change from time-to-time. Please contact Us, if You would like a full list of the countries in which these third parties are located. When we send information overseas, in some cases we may not be able to take reasonable steps to ensure that overseas providers do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas. If you do not agree to the transfer of your personal information outside Australia, please contact us.

### WHEN YOU GIVE US PERSONAL INFORMATION ABOUT OTHER INDIVIDUALS

In such a case We rely on You to have made or make the individual aware that You will or may provide their personal information to Us and the types

of other parties and service providers We may provide it to, the relevant purposes We and the other parties and service providers will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell Us before You provide the relevant Personal Information to Us.

### YOUR DECISION TO PROVIDE YOUR PERSONAL INFORMATION

In dealing with Us, You agree to Us collecting, using and disclosing Your Personal Information, which will be collected, stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

### ACCESS TO AND CORRECTION OF YOUR PERSONAL INFORMATION

Please contact Us if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.
- to seek access to, update or correct Your Personal Information held by Us.

#### **HOW TO MAKE A COMPLAINT**

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact Us. We will notify You as soon as possible if Your personal information is involved in a data breach that is likely to result in serious harm to You.

#### **GOVERNING LAW AND SUMMONS NOTICE OR PROCESS**

We agree that:

- if a dispute arises under the policy, the Policy will be subject to Australian law and practice and we will submit to the jurisdiction of any competent Court in the Commonwealth of Australia within the State or Territory in which the policy was issued;
- any summons notice or process to be served upon us may be served upon:
  - Lloyd's Underwriters' General Representative in Australia, Suite 1603, Level 16, 1 Macquarie Place, Sydney NSW 2000,

who has authority to accept service on our behalf;

if a suit is instituted against any of us, all Lloyd's Underwriters participating in the **Policy** will abide by the final decision of such Court or any competent Appellate Court.

### **OUR RIGHTS ARE SUBJECT TO APPLICABLE LAW**

Where we may refuse to pay or reduce the amount we pay under a **Claim** under the **Policy**, we may only do so to the extent permitted by applicable law. Any rights we have under are subject to the operation of the Insurance Contracts Act 1984 (Cth) and any other relevant statute or legislation. You should seek appropriate advice regarding your rights.

# DETAILS OF PROPOSER

	Polic	yholder Name							
b)	Trad	ing Name							
c)	ABN								
d)	Cont	act Person							
e)	If yo	u intend to claim an Input	Tax Credit for the	premium paid fo	r this polic	y, plea	se		
	spec	ify the percentage of the p	premium you will b	oe claiming:		_ %			
Poli	icyholo	er's main office							
Stre	et Ado	Iress							
Sub	ourb			State		Post	code		
Wel	bsite		Ema	ail Address					
поv a)		has the Policyholder conti		business?					
,	i)	Name of the Policyholder					Υ		Ν
	ii)	Policyholder acquired, more Policyholder(s), or been a other Policyholder(s)?	erged or taken ov		/ any		Υ		١
b)		y acquisition, tender offer e Policyholder?	or merger pendin	ng or under consi	ideration		Υ		١
c)		e Policyholder aware of an ner company?	ny proposal relatir	ng to its acquisition	on by		Υ		١
		y of the above, please provide full ding confirmation of the position						ent roor	n
		ovide details of the current			e Policyho	Ider:	years		
Plea		ovide details of the current	partners/principa	als/directors of th	e Policyho	w many ner/prin	years		ce
Plea		ovide details of the current	partners/principa	als/directors of th	e Policyho Ho	w many ner/prin	years	lirector	ce

Use a separate sheet of your letter headed paper if insufficient room above.

5.	Plea	ase provide details of current staff numbers:		
	a)	Partners/principals/directors		
	b)	Other qualified/technical personnel		
	c)	Administration & clerical personnel		<u></u>
			Total	
•	т	what Darfaccional Associations does the Deli		
6.	10 \	what Professional Associations does the Police	zynoider belong?	
DE	:ΤΔ	AILS OF THE BUSINESS		
		MEG OF THE BOOMEOG		
7.	Ple	ase provide the total amount of the Policyholo	der's aross income/fees for th	e following periods:
	a)	Previous financial year	\$	e following periodo.
	b)	Current financial year	\$	
	c)	Coming financial year (estimate)	\$	
	Ο,	Coming interioral your (Commuto)	Ψ	
8.	a)	Please describe (in detail) the business act	-	•
		nature of advice given: (please use a separate s	heet of your letter headed paper if in	sufficient room below)
	b)	Please state the percentage of gross incom	ne/fees for each of the activition	es set out below:
	Bus	siness Activities		% of Income / Fees
	Sale	e of Packaged Software		%
	Sale	es of Customisable Software		%
	Bes	poke Software		%
	Sys	tems Analysis		%
	Data	a Processing		%
	-	ilities Management		%
		e and Supply of Hardware		%
	Har	dware Maintenance and installation		%
	Soft	ware Maintenance		%
	Soft	ware Installation		%
	Gen	neral Computer Advice		%
	Stra	itegic Planning		%
	Prod	curement Consultancy		%
	Mar	naged Service Provider		%
	Mar	naged Security Service Provider		%
	Trai	ning		%
	Trou	uble Shooting		%
		ect Management		%
		tems Audit		%

Other (please specify):

Total

%

100%

9.				applications	fa = a	:
ч	P16356	indicate the	ena user	annucations	TOT VOLLE	SALVICAS

End User		% of Income / Fees
Administrative		%
Accounting/Financial (Non Fund Transfer)		%
Architectural/Engineering		%
Communications: Utilities/Info Services		%
Data Base Management Systems		%
Educational		%
Fund Transfer		%
Imaging		%
Inventory Control		%
LAN/Network Management		%
Medical Management		%
Manufacturing Control Process		%
Scientific/Mathematical		%
Security (firewalls etc)		%
Other (please specify):		%
	Total	100%

10. Please state the percentage of gross income/fees for each of the industries set out below:

Industry	% of Income / Fees
Aerospace	%
Communications/Transportation	%
Construction/Mining/Agriculture	%
Education	%
Financial Institutions	%
Government (military)	%
Government (non military)	%
Health Care/Medical Services	%
Home use	%
Manufacturing/Industrial	%
Trade: Retail/Wholesale	%
Other (please specify):	%
Total	100%

11.	Does any one contract or client represent more than 50% of the Policyholder's gross annual income/fees?		Υ		N
	If "Yes", please give details of the name of the client and what service(s) are provided (use a separa headed paper if insufficient room below).	te sheet	of you	ır letter	

12. Please provide a brief description of the Policyholder's five (5) largest clients or contracts during the last three (3) years:

Clie	nt name & brief description of business activities	Income/fees	Contract Value
a)		\$	\$
b)		\$	\$
c)		\$	\$
d)		\$	\$
e)		\$	\$

a)	Are any of the Policyholder's business activities performed outside of Australia or provided to clients based outside of Australia?		Υ		
	If "Yes", please give details of the name of the client(s), the country they are located within ar provided (use a separate sheet of your letter headed paper if insufficient room below).	nd what s	service	e(s) are	
					_
b)	Does the Policyholder have any subsidiary or assets within the USA or Canada?		Υ		_
	If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient ro	oom belo	w).		
Is th	ne Policyholder involved in a joint venture?		Υ		
	es", please give details including the nature of the joint venture, the business activities provided e(s) of the joint venture partners (use a separate sheet of your letter headed paper if insufficient			older ar	า

### RISK MANAGEMENT

	Does the Policyholder's Contractual Management Processes and Protocols include the following elements:								
a)	Acceptance of consequential damage?		Υ		Ν				
b)	Change orders not integrated into final contracts?		Υ		Ν				
c)	Legal review of all product and promotional material?		Υ		Ν				
d)	Proposals without complete request for tenders?		Υ		Ν				
e)	Dispute arbitration / resolution?		Υ		N				
f)	Acceptance of customer contracts?		Υ		Ν				
g)	Dollar value size of contracts?		Υ		N				
h)	Length of duration of contract term?		Υ		N				
i)	Use of Non-standard or Customised Contracts?		Υ		N				
Doe	s the Policyholder ever negotiate contracts in which the Policyholder:								
a)	Accepts liability for consequential damage?		Υ		Ν				
b)	Does not include a limitation of liability for consequential damages?		Υ		Ν				
Doe									
Mar	s the Policyholder ever agree to hold harmless any Original Equipment		Υ		N				
	es the Policyholder ever agree to hold harmless any Original Equipment nufacturer, sales intermediary or system integrator for claims arising out of r products or services?		Υ		N				
you	nufacturer, sales intermediary or system integrator for claims arising out of		Y		N N				
you	nufacturer, sales intermediary or system integrator for claims arising out of r products or services?		Y Y						
you	nufacturer, sales intermediary or system integrator for claims arising out of r products or services?  Is the Policyholder maintain a register of all contracts?  Does the Policyholder always use a standard written contract with clients?		Y Y		N				
Doe	nufacturer, sales intermediary or system integrator for claims arising out of r products or services?  Is the Policyholder maintain a register of all contracts?  Does the Policyholder always use a standard written contract with clients?  If "Yes", please attach a sample copy together with any disclaimers or warranties used. Go to If "No" to a), does the Policyholder use external legal counsel to review	Questic	Y Y on 20. Y						

	Does the Policyholder have any contracts in excess of one-	your duration:		-		Ν
b)	If "Yes", please advise if you have written procedures and gmilestone management?	guidelines for		Υ		N
If "N	lo", please provide additional details below.					
Doe	es the Policyholder engage any consultants, agents or sub-co	ontractors?		Υ		Ν
	Yes" to the above does the Policyholder:					
a)	Enter into any hold-harmless agreements or otherwise waiv rights or entitlements which the Policyholder may have aga consultants, sub-contractors or agents?			Υ		N
b)	Always insist and confirm that the consultants, sub-contract	tors or agents		Υ		N
~,	carry their own professional indemnity insurance?	J. agoino		•		. •
	If "No", please give details of the type of business activities provided by th what percentage of business is sub-contracted out to consultants, agents	e consultants, agent	s or sub	o-cont	ractors	and
	your letter headed paper if insufficient room below).	or sub-contractors (	use a st	zparat	e sneet	Oi
c)	What activities does the Policyholder generally sub-contract	ct?				
,	, ,					
٥)						
a)	Does the Policyholder have in-force a cyber liability insurar	nce policy?		Y		N
a)	Does the Policyholder have in-force a cyber liability insurar If "Yes", please state a) Insurer	nce policy?		Υ		N
a)		nce policy?		Υ		N
a)	If "Yes", please state  a) Insurer  b) Policy Number	nce policy?		Y		N
a)	If "Yes", please state  a) Insurer  b) Policy Number  c) Policy Period			Y		N
a)	If "Yes", please state  a) Insurer  b) Policy Number			Y		N
,	If "Yes", please state  a) Insurer  b) Policy Number  c) Policy Period  d) Limit of Liability	,		Y		
	If "Yes", please state  a) Insurer  b) Policy Number  c) Policy Period  d) Limit of Liability  After enquiry of the Partners/Principals/Directors, employee you previously suffered any cyber claim, cyber incident, or	, es & ARs have				N
b)	If "Yes", please state  a) Insurer  b) Policy Number  c) Policy Period  d) Limit of Liability  After enquiry of the Partners/Principals/Directors, employee you previously suffered any cyber claim, cyber incident, or event?	, es & ARs have				
b)	If "Yes", please state  a) Insurer  b) Policy Number  c) Policy Period  d) Limit of Liability  After enquiry of the Partners/Principals/Directors, employee you previously suffered any cyber claim, cyber incident, or event?  If "Yes", please provide full details using a separate attachment.	es & ARs have data loss		Y		N
b)	If "Yes", please state  a) Insurer  b) Policy Number  c) Policy Period  d) Limit of Liability  After enquiry of the Partners/Principals/Directors, employed you previously suffered any cyber claim, cyber incident, or event?  If "Yes", please provide full details using a separate attachment.  Does the Policyholder maintain offline back-ups of your IT separate attachment.	es & ARs have data loss		Y		N
	lf "Yes", please state  a) Insurer  b) Policy Number  c) Policy Period  d) Limit of Liability  After enquiry of the Partners/Principals/Directors, employee you previously suffered any cyber claim, cyber incident, or event?  If "Yes", please provide full details using a separate attachment.  Does the Policyholder maintain offline back-ups of your IT so Does the Policyholder ensure vendor / system patches are	es & ARs have data loss		Y		N
b) c) d)	lf "Yes", please state  a) Insurer  b) Policy Number  c) Policy Period  d) Limit of Liability  After enquiry of the Partners/Principals/Directors, employee you previously suffered any cyber claim, cyber incident, or event?  If "Yes", please provide full details using a separate attachment.  Does the Policyholder maintain offline back-ups of your IT so Does the Policyholder ensure vendor / system patches are within 30 days of release?	es & ARs have data loss system? deployed		Y		N N N
b)	lf "Yes", please state  a) Insurer  b) Policy Number  c) Policy Period  d) Limit of Liability  After enquiry of the Partners/Principals/Directors, employee you previously suffered any cyber claim, cyber incident, or event?  If "Yes", please provide full details using a separate attachment.  Does the Policyholder maintain offline back-ups of your IT so Does the Policyholder ensure vendor / system patches are	es & ARs have data loss system? deployed		Y		N
b) c) d)	lf "Yes", please state  a) Insurer  b) Policy Number  c) Policy Period  d) Limit of Liability  After enquiry of the Partners/Principals/Directors, employed you previously suffered any cyber claim, cyber incident, or event?  If "Yes", please provide full details using a separate attachment.  Does the Policyholder maintain offline back-ups of your IT so Does the Policyholder ensure vendor / system patches are within 30 days of release?  Does the Policyholder have a cyber incident response / data	es & ARs have data loss system? deployed ta recovery		Y		N N N

### **QUALITY CONTROL**

24.	Dox	our quality control procedures include the following?		
<del>24</del> .	טט י	your quality control procedures include the following:		
	a)	Alpha testing	Υ	Ν
	b)	Beta testing	Υ	Ν
	c)	Formal customer acceptance procedures	Υ	Ν
	d)	Prototype development	Υ	Ν
	e)	Statistical process control	Υ	Ν
	f)	Vendor certification process	Υ	Ν
	g)	Total quality management	Υ	Ν
	h)	Written and formalised quality control program	Υ	Ν

### **CLAIMS INFORMATION**

PLEASE NOTE THAT THIS POLICY DOES NOT COVER KNOWN OR PRIOR CLAIMS OR CIRCUMSTANCES. PLEASE SEE THE IMPORTANT NOTICE AT THE FRONT OF THIS PROPOSAL FORM FOR MORE INFORMATION.

25.	After enquiry of the Partners/Principals/Directors and employees, has there been or is there now pending a claim against the Policyholder, its subsidiaries, its predecessors in business or its current or former Partners/Principals/Directors or employees for a civil liability arising out of the performance of the Policyholder's Professional Services?		Υ	N
	If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room belo	w).		
26.	After enquiry of the Partners/Principals/Directors and employees is the Policyholder aware of any circumstance or incident which may give rise to a claim against the Policyholder or it's Partners/Principals/Directors or		Υ	N
	employees?  If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room belo	w).		
27.	After enquiry of the Partners/Principals/Directors and employees is the Policyholder aware of any prosecution or investigation (actual or pending) of the Policyholder or any Partner / Principal/Director or employees under any International, Commonwealth, State or Local statute, legislation, regulation or By Law?		Υ	N
	If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room belo	w).		
28.	After enquiry of the Partners/Principals/Directors and employees, has the Policyholder or any Partner/Principal/Director or employee ever been subject to any disciplinary action, been fined or penalised, or been the subject of an inquiry investigating or alleging professional misconduct?		Υ	N
	If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room belo	w).		

## DETAILS OF INSURANCE

29.	As at today's date, does the Policyholder have professional indemnity insurance in force, which has been paid for?									N	
	If "Yes" pleas	e state	a)	Insurer							
			b)	Indemnity	Limit						
			c)	Expiry Da	te						
			d)	Retroactiv	ve Date						
30.	Has the Policyholder ever had any Insurer decline a proposal, imposed any Special terms, cancelled or refused to renew a Professional Indemnity Insurance Policy?										
	If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room below).										
31.	Amount of	Indemnity re	equired (	olease tick)							
	□ \$1 m	illion			\$2 million		\$3 million				
	□ \$5 m	illion			\$10 million		Other:				
32.	Amount of	self-insured	Retentio	n you are p	repared to carry (p	lease tick)					
				-	- 1	•					
	<b>55,00</b>	00			\$10,000		\$20,000				

### STAMP DUTY SPLIT

33.	For the purpose of	calculating Stamp	Duty please s	state the number	er of current stat	f (including
	directors/partners,	full/part time and	casual employe	ees) located in	each state:	

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas

Please indicate those states in which the Policyholder is exempt from Stamp Duty application:

To verify your exemption status, a separate exemption certificate is required and needs to be attached for each state that is exempt.

NSW	VIC	QLD	SA	WA	TAS	ACT	NT

NSW Small Business Stamp Duty Exemption:

I confirm that the Policyholder is/will be a CGT small business entity (within the meaning of s 152-10 (1AA) of the Income Tax Assessment Act 1997 of the Commonwealth) for the income year in which the insurance is incepted or renewed and that I have obtained an exemption declaration which I am able to produce if requested to do so by the Chief Commissioner.

### **DECLARATION**

PLEASE NOTE: SIGNING THE DECLARATION DOES NOT BIND THE PROPOSER OR THE INSURER TO COMPLETE THIS INSURANCE.

I declare that I have made all necessary inquiries into the accuracy of the responses given in this proposal and confirm that the statements and particulars given in this proposal are true and complete and that no material facts have been omitted, misstated, or suppressed. I agree that should any of the information given by me alter between the date of this proposal and the inception date of the insurance to which this proposal relates, I will give immediate notice thereof to the insurer.

I acknowledge receipt of the Important Notice and Privacy Consent and Disclosure information contained in this proposal and that I have read and understood the content of them.

I confirm that I am authorised by the proposing Policyholder (and its partners/principals/directors if applicable) to complete this proposal form and to accept the quotation terms for this insurance on behalf of the Policyholder (and its partners/principals/directors if applicable).

Name:		
Title:		
_		
Signature:		
Date:		

### **Probitas Syndicate 1492**

Sydney Office Level 13 333 George Street Sydney Australia 2000

T: 1300 001 492 E: australia@probitas1492.com

London – Head Office 88 Leadenhall Street London EC3A 3BP

T: 020 3972 5810 E: hello@probitas1492.com

Lloyd's Box Box 230 & 230A, Gallery 2

T: +44 (0) 20 7327 3735

To make a claim E: claims@probitas1492.com

www.probitas1492.com



