

# **Real Estate Agents**

## *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 the Insurance Council of Australia. For further information on the Code, please visit [www.codeofpractice.com.au](http://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: [ldraustralia@lloyds.com](mailto:ldraustralia@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. In if doubt, contact AFCA.

For details You can visit their website at [www.afca.org.au](http://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](mailto: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 as 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

1. a) Policyholder (legal) Name \_\_\_\_\_
- b) Trading Name \_\_\_\_\_
- c) ABN \_\_\_\_\_
- d) Contact Person \_\_\_\_\_
- e) If you intend to claim an Input Tax Credit for the premium paid for this policy, please specify the percentage of the premium you will be claiming: \_\_\_\_\_ %
- f) How long has the Policyholder continually carried on business? \_\_\_\_\_

Policyholder's main office

Street Address \_\_\_\_\_  
 Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_  
 Website \_\_\_\_\_ Email Address \_\_\_\_\_

2. a) During the past three (3) years has the:
  - i) Name of the Policyholder changed?  Y  N
  - ii) Policyholder or any subsidiary acquired, merged or taken over any other Policyholder(s), or been acquired, merged or taken over by any other Policyholder(s)?  Y  N
- b) Is any acquisition, tender offer or merger pending or under consideration by the Policyholder or any subsidiary?  Y  N
- c) Is the Policyholder or any subsidiary aware of any proposal relating to its acquisition by another company?  Y  N

If "Yes" to any of the above, please provide full details (use a separate sheet of your letter headed paper if insufficient room below), including confirmation of the position relating to past liabilities assumed by either party/ Policyholder(s).

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3. Please provide details of the current partners/principals/directors of the Policyholder:

Name of Partner/Principal/Director	Professional Body/ Society Name	Qualification(s)	Year Qualified	How many years as a Partner/Principal/Director	
				This Practice	Prev. Practice

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

4. Please provide details of current staff numbers:

- a) Partners/principals/directors \_\_\_\_\_
- b) Other qualified/technical personnel \_\_\_\_\_
- c) Administration & clerical personnel \_\_\_\_\_
- Total** \_\_\_\_\_

5. Are any of the directors/partners of the Policyholder a **current paid-up** member of any of the state Real Estate Institutes or the Real Estate Institute of Australia?  Y  N

6. Are any of the directors/partners of the Policyholder **currently** licenced as a real estate agent?  Y  N

## DETAILS OF THE BUSINESS

7. Please provide the total amount of the Policyholder's gross income/fees for the following periods:

- a) Previous financial year \$ \_\_\_\_\_
- b) Current financial year \$ \_\_\_\_\_
- c) Coming financial year (estimate) \$ \_\_\_\_\_

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

		Past 12 Mths Actual	Next 12 Mths Estimated
a)	Real Estate Sales		
	(i) Residential	%	%
	(ii) Industrial or Commercial	%	%
	(iii) Off-the-plan; please specify the type of property (e.g. apartments, house & land):	%	%
b)	Independent Buyers Agent	%	%
c)	Property Management		
	(i) Residential	%	%
	(ii) Industrial or Commercial ex. retail shopping strips or centres	%	%
	(iii) Retail shopping strips or shopping centres	%	%
d)	Strata Title Management – Residential	%	%
e)	Strata Title Management – Commercial	%	%
f)	Community Managing Agent	%	%
g)	Stock and Station Agent	%	%
h)	Auctioneering Services	%	%
i)	Business Broking	%	%
j)	Other (please specify)	%	%
	<b>Total</b>	100%	

## DETAILS OF THE BUSINESS

9. a) Is greater than 20% of the Gross Income declared derived from “off-the-plan” real estate sales?  Y  N

If “YES” please respond to the below. If “NO” please proceed to question 10.

- b) Does all marketing material issued with respect to any off-the-plan sales include disclaimers regarding reliance on any artist impression or imagery in the material?  Y  N

Please provide a copy of the disclaimer(s) with your submission.

- c) Has any sale for any off-the-plan property sold by the Policyholder exceeded \$3 million in the past 5 years?  Y  N

- d) Please advise the specific property type and percentage of total sales for off-the-plan property:

Type	
Residential Land only:	%
Residential House & Land:	%
Residential Townhouse:	%
Residential Apartment 3-storeys or less:	%
Residential Apartment 4-storeys or more:	%
Commercial or Industrial:	%
Other (please specify):	%

- e) Please advise the percentage of properties sold which are marketed with a view (including city, coastal, mountain, lake or harbour view): %

10. a) Does the Policyholder provide property management services with respect to retail shopping strips or shopping centres?  Y  N

If “YES” please respond to the below. If “NO” please proceed to question 11.

- b) Please provide the name or address of the shopping strips or shopping centres managed by the Policyholder:

Please use a separate sheet of your letter headed paper if insufficient room below.

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- c) Is the Policyholder located onsite at any shopping strip or shopping centre?  Y  N

If “YES” please advise the locations from 10(b) above at which the Policyholder is onsite.

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d) Do the shopping strips or shopping centres have onsite managers employed by, or contracted to, the shopping strip or shopping centre owner(s)?  Y  N

e) Does the Policyholder take responsibility for the management of the cleaning, including any cleaning schedule, for any shopping strip or shopping centre?  Y  N

If "YES" please provide a copy of the contract(s) between the Policyholder and cleaning provider.

f) Does the shopping strip or shopping centre have a carpark for which the Policyholder is responsible for the management?  Y  N

If "YES" please advise the number of storeys for each carpark(s):

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11. a) Does the Policyholder have in-force a cyber liability insurance policy?  Y  N

If "Yes", please state

a) Insurer

b) Policy Number

c) Policy Period

d) Limit of Liability

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b) After enquiry of the Partners/Principals/Directors, employees & ARs have you previously suffered any cyber claim, cyber incident, or data loss event?  Y  N

If "Yes", please provide full details using a separate attachment.

c) Does the Policyholder maintain offline back-ups of your IT system?  Y  N

d) Does the Policyholder ensure vendor / system patches are deployed within 30 days of release?  Y  N

e) Does the Policyholder have a cyber incident response / data recovery plan?  Y  N

f) When the Policyholder receives an instruction to transfer money, credit, securities, or other funds does the Policyholder always authenticate the validity of the instruction via a call back to the client on record?  Y  N

# CLAIMS INFORMATION

12. 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?  Y  N

If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room below).

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13. After enquiry of the Partners/Principals/Directors and employees is the Policyholder or any subsidiary aware of any circumstance or incident which may give rise to a claim against the Policyholder, its subsidiaries, or its Partners/Principals/Directors or employees?  Y  N

If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room below).

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14. After enquiry of the Partners/Principals/Directors and employees is the Policyholder or any subsidiary aware of any prosecution or investigation (actual or pending) of the Policyholder, any subsidiary, or any Partner / Principal/Director or employees under any International, Commonwealth, State or Local statute, legislation, regulation or By Law?  Y  N

If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room below).

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15. After enquiry of the Partners/Principals/Directors and employees, has the Policyholder, its subsidiaries 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?  Y  N

If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room below).

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## DETAILS OF INSURANCE

16. As at today's date does the Policyholder have Professional Indemnity Insurance currently in force that has been paid for?  Y  N

If "Yes", please state

- a) Insurer \_\_\_\_\_  
b) Indemnity Limit \_\_\_\_\_  
c) Expiry Date \_\_\_\_\_  
d) Retroactive Date \_\_\_\_\_

17. Has the Policyholder or any subsidiary ever had any Insurer decline a proposal, imposed any special terms, cancelled or refused to renew a Professional Indemnity Insurance Policy?  Y  N

If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room below).

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18. What limit(s) of liability does the Policyholder require quotations for?

- \$1 million                       \$2 million                       \$3 million  
 \$5 million                       \$10 million                       Other:

19. What self-insured retention is the Policyholder prepared to carry?

- \$5,000                       \$10,000                       \$15,000  
 \$25,000                       \$50,000                       Other:

## STAMP DUTY SPLIT

20. For the purpose of calculating Stamp Duty please state the number of current staff (including directors/partners, full/part time and casual employees) 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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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](mailto:australia@probitas1492.com)

London – Head Office  
88 Leadenhall Street  
London EC3A 3BP

T: 020 3972 5810  
E: [hello@probitas1492.com](mailto: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](mailto:claims@probitas1492.com)

[www.probitas1492.com](http://www.probitas1492.com)

