



REAL ESTATE AGENTS INDEMNITY INSURANCE PROPOSAL FORM

IMPORTANT NOTICES

Please read the following advice before completion of this Proposal Form

- The persons whose interests are to be insured under this policy should understand the terms, definitions and cover provided by this policy by reference to our Policy Wording. It is available from Your Insurance Adviser or our Website.
- I understand that this form is for information collection purposes only, contains general information and may not suit my particular circumstances. The precise coverage afforded is subject to the statements and information in the relevant Product Disclosure Statement (PDS) and the terms and conditions of the insurance Policy when issued. I understand that before deciding to acquire any insurance product, I should obtain and consider the relevant PDS/Policy wording available by contacting Mint Plus.

CLAIMS MADE POLICY

This Proposal is for a Claims Made Policy. This means that the policy only responds to:

- Claims first made against you and notified to the Insurer during the policy period arising from events after any retroactive date on the policy, and
- Events of which you first become aware during the policy period that could give rise to a future claim provided that you notify the Insurer during the policy period of the circumstances of such events and they arose after any retroactive date on the policy.

When the policy expires, no claims can be made on the policy even though the event giving rise to the claim may have occurred during the policy period.

It is therefore advisable to renew the policy each year on a Claims Made basis with retroactive cover for past activities.

YOUR DUTY OF DISCLOSURE

When we provide Insurance terms for you, whether for a new policy, renewal of a policy or changes to or reinstatement of your policy, we rely on the information you provide to us. You must tell us anything that you know, or should know, that could affect

- Our decision to insure you,
- The amount of the premium we charge you or
- Whether we should impose special conditions to this cover.

You do not need to tell us about anything which:

- Reduces the likelihood of a claim
- Is of common knowledge
- We know, or as an Insurer should know
- We indicate that we do not want to know

What you must tell us. When answering our questions, you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Who needs to tell us. It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by the policy.

If you do not tell us. If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as never having existed.

PRIVACY STATEMENT

We are committed to protecting your privacy. We only use the personal information you provide to us to quote on and insure your risks. We only provide personal information to our underwriters and reinsurers (and their representatives) and those we appoint to assist us with claims under your policy. We will not trade, rent or sell your information.

If you do not provide us with complete information, we cannot properly quote for your insurance and we cannot insure you. You can check the personal information we hold about you at any time.

If you provide us with personal information about anyone else, we rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

For more information about our Privacy Policy, ask us for a copy or visit our website.

CHANGE OF RISK OR CIRCUMSTANCES

You should advise the Insurer as soon as practicable of any change to your normal business as disclosed in the Proposal, such as changes in location, acquisitions and new overseas activities.

PLEASE NOTE THAT YOUR DUTY OF DISCLOSURE ALSO APPLIES WHEN YOU AMEND, ALTER OR ENDORSE A POLICY

SUBROGATION

Where you have agreed with another person or company, who would otherwise be liable to compensate you for any loss or damage which is covered by the Policy, that you will not seek to recover such loss or damage from that person, the Insurer will not cover you, to the extent permitted by law, for such loss or damage.

UTMOST GOOD FAITH

Every Insurance contract is subject to the doctrine of utmost good faith, which requires that parties to the contract should act toward each other honestly & fairly, avoiding any attempt to deceive in assuming and performing contractual obligations. Failure to do so on the part of the Insured may permit the Insurer to refuse to pay a claim or cancel the policy or both.

AVERAGE PROVISION

One of the Provisions of the Insurance states that where the amount required to dispose of a claim exceeds the sum insured under the Policy the Insurer shall only be liable for that part of the total costs and expenses expended in the investigation, defence, avoidance or reduction of any claim as the total sum insured bears to the amount to dispose of the claim.

NOT A RENEWABLE CONTRACT

Most Professional Indemnity Insurances are not renewable contracts so the Policy will terminate on the expiry date indicated. If you therefore require a subsequent Policy, you will need to complete and submit a new proposal form for assessment prior to the termination of the current policy.

Please note if there is insufficient space provided to fully answer any question, please attach an additional sheet of paper with the extra information as required. All such attachments will form part of your application for insurance and be subject to the Declaration on the last page of this Proposal.

Please answer all questions. Any question left unanswered or answered as known to broker or insurer or otherwise answered in an incomplete way may delay the processing of your request for this insurance.

Ensure the cover you request is adequate for your requirements.



REAL ESTATE AGENTS INDEMNITY INSURANCE PROPOSAL FORM

PROPOSER DETAILS

1. NAME OF FIRM TO BE INSURED (INCLUDING ANY PREDECESSORS):

NAMES OF ALL ENTITIES TO BE INSURED	ABN	COMMENCEMENT DATE

2. ADDRESS OF THE FIRM

3. WEBSITE ADDRESS OF THE FIRM

4. CONTACT DETAILS:

CONTACT PERSON	
EMAIL	
TELEPHONE	

5. DATE SINCE THE FIRM HAS CONTINUOUSLY CARRIED ON THE BUSINESS

6. PLEASE PROVIDE DETAILS OF THE PRINCIPAL(S) OF THE FIRM:

NAME IN FULL OF ALL PARTNERS / PRINCIPALS / DIRECTORS	QUALIFICATIONS	DATE QUALIFIED	HOW MANY YEARS AS A PARTNER / PRINCIPAL / DIRECTOR	
			THIS PRACTICE	PRIOR PRACTICE

7. PLEASE STATE TOTAL NUMBERS OF:

PRINCIPALS/DIRECTORS		OTHER TECHNICAL STAFF	
QUALIFIED STAFF		ADMINISTRATIVE/OTHER STAFF	

8. IN THE PAST FIVE (5) YEARS, HAS YOUR STAFF SIZE INCREASED OR DECREASED BY MORE THAN 50%? YES NO

9. DOES THE FIRM BELONG TO ANY INDUSTRY REGULATOR OR PROFESSIONAL ASSOCIATION? YES NO

(IF YES, PLEASE SPECIFY):

10. IF A SOLE PRACTITIONER, DOES THE PROPOSER HAVE A LOCUM ARRANGEMENT IN FORCE FOR PERIODS OF ABSENCE FROM THE OFFICE DUE TO LEAVE OR SICKNESS? YES NO

SUB-CONTRACTORS

11. (A)	DO YOU USE THE SERVICES OF INDEPENDENT SUB-CONTRACTORS?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
(I)	IF NO, PROCEED TO QUESTION 12, IF YES, DO YOU REQUIRE THEM TO MAINTAIN THEIR OWN PROFESSIONAL INDEMNITY INSURANCE?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
(II)	DO YOU OBTAIN EVIDENCE OF THIS EACH YEAR?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
(III)	IF YES, WHAT LIMIT OF INDEMNITY DO YOU REQUIRE THEM TO CARRY?:		\$



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(E) PLEASE PROVIDE A BRIEF DESCRIPTION OF EACH OF THE FIVE (5) LARGEST CONTRACTS OR SALES UNDERTAKEN BY YOU DURING THE LAST THREE (3) YEARS AND THE INCOME DERIVED FROM THOSE CONTRACTS OR SALES:

BRIEF DESCRIPTION OF CONTRACT AND PROFESSIONAL ROLE	CONTRACT VALUE	FEE INCOME
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

GENERAL INFORMATION

13. (A) HAS ANY PERSON FOR WHOM INSURANCE IS NOW SOUGHT EVER BEEN THE SUBJECT OF DISCIPLINARY PROCEEDINGS BY ANY INDUSTRY REGULATOR OR ANY OTHER PROFESSIONAL ORGANISATION? YES NO
- (B) IN THE LAST COMPLETE FINANCIAL YEAR, DID MORE THAN 20% OF FEE INCOME DERIVE FROM ONE CLIENT? YES NO
- (C) IN THE LAST FIVE (5) YEARS, HAS THE FIRM MERGED WITH OR ACQUIRED THE BUSINESS OF ANY SOLE PRACTITIONER, ACCOUNTING FIRM OR ANY OTHER BUSINESS ENTITY? YES NO
- (D) DO YOU ANTICIPATE ANY MATERIAL CHANGES TO THE FIRM OR ITS PRACTICE WITHIN THE NEXT 12 MONTHS? YES NO

IF YES TO ANY OF THE ABOVE. PLEASE GIVE FULL DETAILS

- (E) DOES THE FIRM OR ANY PRINCIPAL, PARTNER OR DIRECTOR ACT ON BEHALF OR UNDERTAKE WORK FOR ANY FIRM, COMPANY OR ORGANISATION IN WHICH THE FIRM OR THE PRINCIPAL / PARTNER / DIRECTOR HAS A FINANCIAL INTEREST? YES NO
- IF YES, DOES YOUR PRINCIPAL, PARTNER OR DIRECTOR PERFORM AN EXECUTIVE ROLE OR HOLD A POSITION WHEREBY HE OR SHE IS ABLE TO MAKE A MAJOR POLICY DECISION ON BEHALF OF SUCH FIRM, COMPANY OR ORGANISATION? YES NO
- IS SUCH OTHER FIRM, COMPANY OR ORGANISATION ASSOCIATED WITH ANY PROCESS OF MANUFACTURE, CONSTRUCTION, OR ERECTION OR ANY FORM OF CONTRACTING OR SUPPLY? YES NO

FIDELITY COVER

14. (A) ARE SATISFACTORY WRITTEN REFERENCES OBTAINED FROM FORMER EMPLOYERS FOR AT LEAST THREE YEARS PRIOR TO THE ENGAGEMENT OF ANY EMPLOYEE RESPONSIBLE FOR MONEY, ACCOUNTS OR GOODS? YES NO
- (B) HAS THE PROPOSER/S SUFFERED ANY LOSS THROUGH FRAUD OR DISHONESTY OR ARE YOU AWARE, AFTER ENQUIRY, OF ANY CIRCUMSTANCES WHICH MIGHT GIVE RISE TO A LOSS AGAINST THE FIRM? YES NO
- IF YES. STATE DATE, CIRCUMSTANCES, AMOUNT AND STEPS TAKEN TO PREVENT A RECURRENCE
- (C) DO ALL CHEQUES DRAWN FOR MORE THAN \$5,000 REQUIRE AT LEAST TWO SIGNATURES? YES NO
- (D) IS CASH IN HAND AND PETTY CASH AND BANK RECONCILIATION CHECKED INDEPENDENTLY OF THOSE EMPLOYEES RESPONSIBLE FOR CASH OR TO DEPOSIT INTO OR WITHDRAW FROM BANK ACCOUNTS? YES NO



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- (E) ARE BANK STATEMENTS, RECEIPTS, COUNTERFOILS AND SUPPORTING DOCUMENTS CHECKED AT LEAST MONTHLY AGAINST THE CASH BOOK ENTRIES INDEPENDENTLY OF THOSE EMPLOYEES MAKING CASH BOOK ENTRIES OR PAYING INTO THE BANK? YES NO
- (F) ARE EMPLOYEES RECEIVING CASH AND CHEQUES IN THE COURSE OF THEIR DUTIES REQUIRED TO PAY IN DAILY? YES NO

INSURANCE HISTORY

15. HAS THE FIRM (OR ITS PREDECESSORS) HAD ANY INSURER DECLINE A PROPOSAL, IMPOSE SPECIAL TERMS OR HAD A SIMILAR INSURANCE CANCELLED OR REFUSED TO RENEW? YES NO

IF YES, PLEASE PROVIDE FULL DETAILS

16. ARE YOU CURRENTLY INSURED FOR PROFESSIONAL INDEMNITY INSURANCE? YES NO

IF YES, PLEASE CONFIRM:

NAME OF INSURER(S)	
LIMIT OF INDEMNITY	
RETROACTIVE DATE	
PREMIUM (EXCL GST & STAMP DUTY)	
EXCESS	
RENEWAL DATE	

LIMITS & EXCESS

17. (A) FOR WHAT LIMIT/S OF INDEMNITY ARE QUOTATIONS REQUIRED?
- | | | |
|--------------------------------------|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> \$1,000,000 | <input type="checkbox"/> \$2,000,000 | <input type="checkbox"/> \$3,000,000 |
| <input type="checkbox"/> \$5,000,000 | <input type="checkbox"/> \$10,000,000 | <input type="checkbox"/> \$20,000,000 |
| <input type="checkbox"/> OTHER \$ | EXCESS PREFERRED \$ | |
- (B) REINSTATEMENTS OF THE LIMIT OF LIABILITY REQUIRED?
- ONE TWO OTHER

CLAIMS INFORMATION

18. (A) HAVE ANY OF THE INSURED ENTITIES, THEIR PREDECESSORS OR ANY PRINCIPALS, PARTNERS, DIRECTORS OR EMPLOYEES, PRIOR PRACTICES OR ANY PAST PRINCIPAL'S PARTNERS, DIRECTORS OR EMPLOYEES, BEEN THE SUBJECT OF ANY CLAIMS OR CIRCUMSTANCES UNDER A PROFESSIONAL INDEMNITY POLICY WHETHER NOTIFIED TO INSURERS OR NOT. YES NO

DATE NOTIFIED	NAME & NATURE OF CLAIM	AMOUNT PAID OR RESERVED	FINALISED?
			YES <input type="checkbox"/> NO <input type="checkbox"/>
			YES <input type="checkbox"/> NO <input type="checkbox"/>
			YES <input type="checkbox"/> NO <input type="checkbox"/>
			YES <input type="checkbox"/> NO <input type="checkbox"/>
			YES <input type="checkbox"/> NO <input type="checkbox"/>

IF YES, WHAT STEPS HAVE BEEN TAKEN TO PREVENT A RECURRENCE?



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- (B) IS ANY PERSON AWARE, **AFTER ENQUIRY**, OF ANY CIRCUMSTANCES OR INCIDENTS WHICH HE/SHE HAS REASON TO BELIEVE MIGHT GIVE RISE TO ANY CLAIM AGAINST THE DIRECTORS, OFFICERS OR EMPLOYEES OF THE FIRM? YES NO

IF YES, PLEASE GIVE DETAILS INCLUDING ESTIMATED COST OF CLAIM/LOSS

RISK MANAGEMENT

19. DO YOU HAVE A **DOCUMENTED** RISK MANAGEMENT PROGRAMME? YES NO
20. DO YOU USE ENGAGEMENT LETTERS OR A STANDARD FORM OF CONTRACT OR AGREEMENT? YES NO

IF **NO**, PLEASE PROVIDE DETAILS OF THE BASIS OF ENGAGEMENT?

IF **YES**, DO YOUR CONTRACTS CONTAIN ANY OF THE FOLLOWING:

- HOLD HARMLESS OR INDEMNITY AGREEMENTS INURING TO YOUR BENEFIT? YES NO
 - HOLD HARMLESS OR INDEMNITY AGREEMENTS INURING TO THE BENEFIT OF OTHERS? YES NO
 - GUARANTEES OR WARRANTIES? YES NO
 - DISCLAIMERS INURING TO YOUR BENEFIT? YES NO
21. ARE VERBAL REPORTS ALWAYS CONFIRMED IN WRITING? YES NO

IF **NO**, HOW ARE THEY SUBSTANTIATED?

22. CAN YOU CONFIRM THAT:
- RECORDS ARE KEPT OF ALL CONTRACTS, LETTERS OF ENGAGEMENT, CLIENT MEETINGS AND PHONE CALLS? YES NO
 - SATISFACTORY DOCUMENTED REFERENCES ARE ALWAYS OBTAINED FOR NEW EMPLOYEES UNDERTAKING PROFESSIONAL / TECHNICAL SERVICES? YES NO

DECLARATION

I HEREBY DECLARE THAT:

1. I AM AUTHORISED TO COMPLETE THIS PROPOSAL FORM AND TO ACCEPT THE QUOTATION TERMS FOR THIS INSURANCE ON BEHALF OF THE FIRM REFERRED TO IN QUESTION 1 (INCLUDING ON BEHALF OF ITS PARTNERS, PRINCIPALS AND DIRECTORS); AND
2. ALL ANSWERS TO THE QUESTIONS CONTAINED IN THIS PROPOSAL FORM ARE, AFTER ENQUIRY, TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT NO MATERIAL FACTS HAVE BEEN MISSTATED, OMITTED OR SUPPRESSED; AND
3. I HAVE RECEIVED THE IMPORTANT NOTICE AT THE BEGINNING OF THIS PROPOSAL FORM AND I HAVE READ AND UNDERSTOOD THE CONTENTS THEREIN; AND
4. I UNDERSTAND THAT, UP UNTIL A CONTRACT OF INSURANCE IS ENTERED INTO, I AM UNDER A CONTINUING OBLIGATION TO IMMEDIATELY INFORM THE UNDERWRITERS OF ANY CHANGE IN THE PARTICULARS OR STATEMENTS CONTAINED IN THIS PROPOSAL FORM OR ACCOMPANYING DOCUMENTS; AND
5. I UNDERSTAND THAT THE SUBMISSION OF THIS PROPOSAL FORM DOES NOT BIND EITHER THE UNDERWRITERS OR THE FIRM SPECIFIED IN QUESTION 1 TO ENTER INTO A BINDING CONTRACT OF INSURANCE.

SIGNED: _____ COMPANY: _____

CAPACITY: _____ DATE: _____