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## **Professional Indemnity Insurance**

Environmental Engineering Questionnaire

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## Important Notices

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**PLEASE READ THE FOLLOWING NOTICES BEFORE COMPLETING THIS QUESTIONNAIRE.**

### **Your Duty of Disclosure – Contracts of General Insurance**

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 that 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 the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by the Insurer;
- that is of common knowledge;
- that your Insurer knows or, in the ordinary course of their business, 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 their liability under the contract in respect of a claim and/ 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.

### **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 with the utmost good faith. Failure to do so on your part may prejudice any claim and/ or the continuation of the insurance contract.

### **Claims Made Policy**

Any insurance contract (policy) that may be offered on the basis of this questionnaire will provide insurance on a "claims made" basis. This means that the policy will indemnify you for claims made against you and notified to the Insurer during the period of insurance. The policy will also respond to the written notification of facts that might give rise to a claim pursuant to Section 40(3) of the Insurance Contracts Act 1984 which states;

*"Where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by the contract."*

The policy does not provide indemnity 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;
- claims made against you prior to the commencement of the period of insurance;
- claims made against you after the expiry of the period of insurance;
- claims arising out of claims or circumstances noted on this questionnaire or any previous proposal form;
- claims arising out of any facts or circumstances known to you at the commencement of the period of insurance where such facts or circumstances would have put a reasonable person in your position on notice that a claim may be made against you in the future.

The indemnity provided by the policy is subject to all the terms and conditions of the policy.

### **Not a Renewable Contract**

Any insurance policy offered by the Insurer will terminate at expiry of the specified period of insurance. There is no right to automatic extension or renewal of the policy. If you wish to effect similar insurance for a subsequent period, it will be necessary for you to complete a new proposal form prior to the termination of the expiring policy so that the Insurer may consider whether or not to offer a replacement policy, and if so, on what terms.



## Change of Risk or Circumstances

The terms and conditions of any insurance policy offered by the Insurer will be based on the information provided to the Insurer.

If any material change occurs to the information provided on or with this questionnaire or any proposal form provided to the Insurer prior to the inception of the policy, it is essential that the Insurer is advised of the same prior to inception of any policy. Failure to do so on your part may prejudice any subsequent claim under the policy and/ or the continuation of the insurance contract.

## Subrogation

You may prejudice your rights with regard to a claim if, without prior approval from the Insurer, you make an agreement with a third party that will prevent the Insurer from recovering any applicable loss (in whole or in part) from that, or another party.

Your policy will contain provisions that have the effect of excluding or limiting the liability of the Insurer for a claim under the policy if you have entered into any agreement that excludes, limits or delays your right to recover damages from another party in respect of such claim.

## Insurer

Any insurance policy offered by Assetinsure Pty Ltd ABN 65 066 463 803 based on this questionnaire will be underwritten by International Insurance Company of Hannover Ltd (Australian Branch) ABN 58 129 395 544 (the Insurer) who are an authorised insurer in Australia within the meaning of that term under the Insurance Act 1973. In arranging and effecting such insurance, Assetinsure Pty Ltd will be acting under an authority given to it by the Insurer. It will be acting as agent of the Insurer and not as your agent.

## Privacy Policy

Assetinsure and the Insurer are committed to safeguarding and protecting the privacy of personal information. We are bound by the provisions of the Privacy Act 1988 which sets out the standards to be met in the collection, use and disclosure of personal information.

If you require further information about our Privacy Policy, please refer to the detailed information on our website – [www.assetinsure.com.au/interest.asp](http://www.assetinsure.com.au/interest.asp)

If you want to access your personal information held by Assetinsure and/ or the Insurer, or wish to make a complaint in relation to privacy issues, please contact us either electronically: [info@assetinsure.com.au](mailto:info@assetinsure.com.au) or [complaints@assetinsure.com.au](mailto:complaints@assetinsure.com.au) or at the address shown in this document.

## General Insurance Code of Practice

Assetinsure has adopted the General Insurance Code of Practice which stipulates minimum standards of service to our clients.

If you would like further information in regard to the Code of Practice please refer to the Code of Practice website [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or our own website [www.assetinsure.com.au](http://www.assetinsure.com.au)

International Insurance Company of Hannover Ltd (Australian Branch) is not a signatory to the Code of Practice.

## Complaints Handling Procedure

If you think we have let you down in anyway, or our service is not what you expect, please tell us so we can assist.

Contact information and details of our complaints handling procedure are available on our website - [www.assetinsure.com.au/interest.asp](http://www.assetinsure.com.au/interest.asp)

## Important Instructions for Completing this Questionnaire

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- *All questions must be answered in full. Failure to do so may result in delays in providing a quotation or effecting the insurance.*
- *Where a Yes/ No response is indicated please tick or cross the applicable box.*
- *This questionnaire must be signed by at least one principal, partner or director of the principal entity seeking insurance after all necessary enquiries have been made of the principals, partners, directors and employees of all entities seeking insurance.*
- *Where there is insufficient space to answer any question, or additional documentation or information is required, please provide same by way of a clearly labelled attachment to this questionnaire and specify the applicable attachments in the space provided for each question.*
- *If you require any assistance in completing this questionnaire please contact your insurance adviser.*
- *If a contract of insurance is agreed, this questionnaire (together with the proposal form) will form the basis of the contract.*
- *Please retain a copy of this questionnaire and any attachments for your records.*



1. Please state full name of all corporations, partnerships or other entities to be insured, including all subsidiary companies and trading names (referred to collectively as the Proposer).

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2. Please provide proportion of the Proposer's annual gross fee income derived from environmental engineering/ consulting in the following periods:

Period	% of Gross Fees
Current Financial Year (estimate)	
Last Financial Year	
Previous Financial Year	

3. Please provide a breakdown of annual gross fees derived from environmental engineering/ consulting in the last financial year under the classifications below (including proportion of each classification sub-contracted to other parties not included in this insurance):

Type of Work	%	% Sub-Contracted
Environmental Programme Design/ Management		
Environmental Impact Assessment/ Audit		
Ecological Site Assessment/ Monitoring		
Contaminated Site Analysis/ Assessment		
Contaminated Site Remediation/ Clean Up		
Air Quality Analysis/ Assessment/ Monitoring		
Water Quality Analysis/ Assessment/ Monitoring		
Soil Analysis/ Assessment/ Monitoring		
Acoustical Analysis/ Assessment/ Monitoring		
Wastewater Treatment		
Stormwater Management		
Design of Pollution Control Equipment		
Waste Disposal/ Treatment/ Management		
Other (please describe in detail)		
Total	100%	



4. If not already declared in Question 3 above has the Proposer ever engaged in any of the following types of work;

- design of pollution control equipment? Yes  No
- environmental impact assessment/ audit? Yes  No
- contaminated site remediation/ clean up? Yes  No

If yes to any of the above, please indicate the year in which such work was last undertaken.

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5. If the Proposer has ever engaged in work relating to contaminated site remediation/ clean up has such work involved the management or supervision of any physical remediation or clean up activity?

Yes  No

If yes, please provide details of such work.

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6. Does the Proposer have in place any formal risk management, quality control and/or compliance programmes and/ or procedures that specifically relate to their environmental engineering/ consulting activities?

Yes  No

If yes, please provide details of such programmes and/ or procedures and examples of and/ or extracts from relevant documentation (e.g. procedure manuals) if not already provided.

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7. Does the Proposer utilise any standard disclaimers or qualifying statements in reports relating to any work specified in Question 3 above?

Yes  No

If yes, please provide examples of such disclaimers or clauses.

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## Section 4 – Declaration

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This questionnaire must be signed by at least one principal, partner or director of the Proposer (preferably the Managing Principal, Partner or Director).

The completion and/ or signing of this questionnaire does not oblige the Proposer or any insurer to enter into a contract of insurance.

- I/we have made due inquiry of the Proposer and their principals, partners, directors, managers and appropriate staff members in respect of all questions in this questionnaire and have the authority to sign this questionnaire on their behalf.
- I/we acknowledge that I/we have read and understand the Important Notices in this questionnaire.
- I/we declare that all statements and responses are true and accurate, and no fact or matter has been misstated, misrepresented or omitted.
- I/we agree that this questionnaire together with any relevant proposal form and all additional information provided by me/us shall be incorporated into and shall form part of any contract of insurance.
- I/we acknowledge that until a contract of insurance is entered into, I/we must notify any material change to the facts and/ or matters disclosed in this questionnaire.
- I/ we consent to:
  - the use of personal information about me/ us in accordance with the respective privacy policies of Assetinsure and the insurer; and
  - the disclosure of personal information in accordance with the respective privacy policies of Assetinsure and the insurer.
- If I/we have disclosed personal information about any other person, I/we confirm that I/ we are authorised to:
  - disclose to Assetinsure and/ or the insurer such personal information and consent to its use in accordance with the respective privacy policies of Assetinsure and the insurer; and
  - the disclosure of such personal information in accordance with the respective privacy policies of Assetinsure and the insurer.

_____ Name of Authorised Signatory	_____ Title/Position	_____ Signature	_____ Date
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_____ Name of Authorised Signatory	_____ Title/Position	_____ Signature	_____ Date
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