




Resident Unit Managers Proposal Form

-  Professional Indemnity
-  Broadform Liability (Public & Products)
-  Optional covers (item 16)

Please return completed proposal form and remittance to:

EBM Insurance Brokers
PO Box 10481
Southport QLD 4215

Telephone: (07) 5555 6222
Facsimile: (07) 5555 6255

The insurance provided is underwritten by Australian approved Insurers authorised by the Australian Prudential Regulation Authority



INSTRUCTIONS TO THE APPLICANT

- ❖ Please answer every question fully.
- ❖ Incomplete answers will not be accepted.
- ❖ If the answer to any question is none, state "NONE".
- ❖ If space is insufficient, attach a separate sheet.
- ❖ Completion of this proposal does not bind you or the Insurer to complete the insurance.
- ❖ Please make cheque payable to EBM Insurance Brokers.

IMPORTANT NOTICE: **Cover will become effective only from the date you have fully completed the proposal form and it is accepted by the Insurers.**

GENERAL INFORMATION

1. Name:
 Full legal name of each person & incorporated body to be insured as well as any unincorporated business or trading names.

ABN: **Phone:** **Fax:**

Contact Name: **Mobile:**

Email:

2. (a) Building / Complex Name:

(b) Postal Address:

(c) Location of Property Managed:

(d) Is the property Strata Titled, Group Titled or Community Titled? YES / NO
 If not, provide details
(this proposal is only suitable for complexes with a Body Corporate and units are individually owned)

(e) Are the buildings and common areas currently insured by the Body Corporate or similar? Yes / No
 If not, refer to EBM.

3. (a) Nature of Business: On-site Managers
Note: (1) If cover is required for any other activities, please give details to enable Insurers to consider.

(b) Number of years in this businessyears

4. Has the Body Corporate passed on to the On-Site Manager the responsibility of Fire Safety Advisor/Fire Warden and associated duties in accordance with the Building Fire Safety Regulation 2008? YES / NO
 If Yes, please provide a copy of your Certification Certificate.

5. Do you hold a full real estate licence (allowing you to sell units) YES / NO
 If Yes, do you require Professional Indemnity and Liability cover for your sales related activities? **YES / NO**
 If you carry on business as a real estate agent and require cover for sales related activity you must complete an Addendum to this Proposal Form. Please contact EBM.

6. What facilities are provided by your Body Corporate?

	Yes/No	How many?		Yes/No	How many?
Lifts	Yes/No		Pontoons/Marina*	Yes/No	
Pools	Yes/No		Jetties/Wharfs*	Yes/No	
Spas	Yes/No		Playgrounds*	Yes/No	
Tennis Courts	Yes/No		Child Minding/Crèche*	Yes/No	
Gymnasium	Yes/No		Nightclubs*	Yes/No	
Restaurants/Cafes	Yes/No		Hire of Equipment*	Yes/No	
Function Rooms/ Conference Facilities*	Yes/No		Commercial Car Parks*	Yes/No	

*Cover is subject to Insurers acceptance

Are there any other facilities for which you receive a financial reward? **YES / NO**

If yes, details

7. **No. of Units On Site:** Holiday Letting Permanent Letting Lockups Owner Occupied
 Managed by you: (including own)
 Managed by other Agents: **TOTAL**

8. Fee Income

(a) Estimated Gross Professional Fees for the next 12 months: \$.....

(b) Body Corporate Salary for the next 12 months: \$

9. Do you own multiple complexes YES / NO

If Yes, provide details;

.....

INSURANCE HISTORY

10. Has any insurer in respect of the risks to which this Proposal Form relates, ever: (please circle appropriate response – if yes provide details)

- a) declined a proposal, refused renewal or terminated an insurance? **Yes / No**
- b) required an increased premium or imposed special conditions? **Yes / No**
- c) declined an insurance claim by the Proposer or reduced its liability to pay an insurance claim in full (other than by application of an Excess)? **Yes / No**

11. This question specifically relates to Section 1 – Professional Indemnity:

Are you currently insured for Professional Indemnity? **Yes / No** If Yes;

Name of Insurer:

Period Insured:/...../..... to/...../..... Limit of Indemnity: \$..... Excess: \$.....

NOTE Professional Indemnity excludes claims for Bodily Injury. This is provided under Broadform Liability. It is important therefore to notify your existing Professional Indemnity insurer prior to expiry of that policy, of any known claims, events or circumstances which could give rise to a claim.

CLAIMS HISTORY

12. Claims (please circle appropriate response) and if yes, provide details

- a) Has any claim been made against the Proposer or any principal, partner, director, consultant or employee in respect of the risks to which this proposal relates? **Yes / No**
- b) Has the Proposer or any principal/partner/director/ consultant or employee incurred any other loss or expense which might be within the terms of cover? **Yes / No**

Date of Claim or loss	Brief details of each Claim or loss	Cost (if any) of Claim paid or loss incurred	Estimated outstanding loss

- c) What action has been taken to prevent a recurrence of the situation which gave rise to each claim or loss?

.....

CIRCUMSTANCES
13. Circumstances (please circle appropriate response) and if yes, provide details including maximum potential cost (attach separate additional information if required)

Is any principal, director, partner, consultant or employee, after enquiry, aware of any circumstances which might:

- a) give rise to a claim against the Proposer or his/her predecessors in business or any of the present or former partners, principals, directors, consultants or employees? **Yes / No**
- b) result in Proposer or his/her predecessors in business or any of the present or former partners, directors, consultants, employees, or principals incurring any losses or expenses which might be within the terms of this cover? **Yes / No**
- c) otherwise affect the Insurer's consideration of this Insurance? **Yes / No**

It is agreed that if such facts, circumstances or situations exist, whether or not disclosed, any claim arising from them is excluded from this proposed coverage

14. Date you require cover to commence/...../..... Place Cover Quote only

15. If you require increased limits to the standard covers please detail below:

Standard Covers

Type of Cover	Standard Limit of Liability	Optional Increased Limit	Tick if increase required
Professional Indemnity	\$2,000,000 <i>(\$4,000,000 in the aggregate)</i>	\$4,000,000	<input type="checkbox"/>
Broadform Liability	\$10,000,000 <i>(includes \$1m bodily injury from professional advice/service)</i>	\$20,000,000	<input type="checkbox"/>

16. Please complete if you require any of the below:

Optional Covers

Type of Cover	Please circle	Sum Insured
Machinery, Plant & Equipment (such as office equipment including PABX systems and gardening equipment)	Yes / No	\$
Business Interruption (loss of fee income)	Yes / No	\$
Theft (Burglary)	Yes / No	\$
Money	Yes / No	\$
Machinery Breakdown	Yes / No	\$
Electronic Equipment	Yes / No	\$
General Property	Yes / No	\$
Employee Dishonesty (theft by employees)	Yes / No	\$
Tax Audit	Yes / No	\$
Unit Contents	Yes / No	\$
Glass	Yes / No	EBM will contact you to obtain additional information.
Statutory Liability	Yes / No	
Employment Practices Liability	Yes / No	
Motor Vehicle	Yes / No	
Residential Strata	Yes / No	

17. Are you a member of ARAMA?: **Yes / No** (please circle) If Yes;
 Membership no.: In the name of:

DECLARATION AND AGREEMENT

18. I/We the undersigned duly authorised person(s) declare that:
- i. I am/we are authorised by each of the proposers to sign this Proposal Form; and
 - ii. the above statements are correct, true and complete; and
 - iii. no information material to this Proposal Form has been withheld; and
 - iv. I/we have read the **important facts** which you have put before me/us and I/we understand the advice given in relation to the **duty of disclosure**; and
 - v. I/we have diligently made all necessary and detailed enquiries in order to comply with the **duty of disclosure**; and
 - vi. I/we understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance; and
 - vii. I/We undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
 - viii. I/we acknowledge that the Insurer relies on the information and representations in this Proposal Form and otherwise made by me/us in relation to this insurance.

Signed..... Date / /

Name of Partner(s) or Principal (s)

On Behalf of ** **Insert Name of Firm**

Note: The completed and signed Proposal Form must be accepted by the Insurers before cover can commence.

NOTE: Workers Compensation cover is not included in this proposal.

RETROACTIVE DATE

You will not be entitled to indemnity under your new Professional Indemnity policy in respect of any claim resulting from an act, error or omission occurring or committed by you prior to the retroactive date, where one is specified in the policy terms offered to you.

BROKER ACTING AS AGENT FOR INSURER – PROFESSIONAL INDEMNITY

In effecting this contract of insurance the broker will be acting under an authority given to it by the Insurers and the broker will be effecting the contract as agent of the Insurer and not the Insured.

NOTICE TO THE PROPOSED INSURED

It is a requirement of the Insurance Contracts Act 1984 and the Insurance (Agents and Brokers) Act 1984 that following notices 1, 2 and 3 be brought to your attention before you complete this proposal form.

1. Disclosure of Relevant Facts

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 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 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 your 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.

NOTE The disclosure required is especially important in matters relating to the physical risk, past claims, cancellations of insurance policies, the imposition of increased premiums etc, and any matters that might affect the acceptance of the risk such as insolvency or criminal convictions.

Disclosure is not limited to matters to the Insured named in the policy but includes other associate or past businesses or private insurances.

2. Claims made policy (Professional Indemnity)

This part of the proposal is for 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 cover. This policy does not provide cover in relation to:

- Events that occurred prior to the retroactive date of the policy (if such date is specified);
- Claims made after the expiry of the period of cover even though the event giving rise to the claim may have occurred during the period of cover.
- Claims notified or arising out of facts circumstances notified (or which ought reasonably have been notified) under any previous policy;
- Claims made, threatened or intimated against you prior to the commencement of the period of cover.
- Facts or circumstances which you first became aware of prior to the period of cover, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this policy.
- Claims arising out of circumstances noted on the proposal form for the current period of cover or of any previous proposal form.

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

Upon expiry of the policy no further claims can be made thereunder and the need to maintain insurance or arrangement of run-off cover is essential. You should familiarise yourself with our standard form of policy for this type of cover before submitting this proposal.

3. Subrogation Agreements

Where another person would be liable to compensate you for any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after the loss or damage occurred that you would not seek to recover any monies from that person, the insurer will not cover you under the policy for any such loss or damage.

EBM's PRIVACY POLICY STATEMENT

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We only provide your information to the companies with whom you choose to deal (and their representatives) or with whom we have placed or propose to place your insurances with. We do not trade, rent or sell your information. If you don't provide us with full information, we can't properly advise you and you could breach your duty of disclosure. You can check the information we hold about you at any time. For more information about our Privacy Policy, ask us for a copy.