

Proposal Form

Single Project Professional Indemnity Insurance

Note: This is a proposal form for a “claims made” policy

(The liability of the Company does not commence until this proposal has been accepted by the Company and the premium paid.)

1. *Information given herein will be treated in strict Confidence.*
2. *Put a (✓) mark wherever applicable.*
3. *If space is not sufficient in any column, please give details on a separate sheet of paper.*
4. *Kindly answer all questions completely in order to help us to serve you better.*

1. Details of parties to be insured:

1.1. Name and address of the main proposer:

Please advise what role the proposer will be undertaking in connection with the project:

Has the contract been awarded to the proposer?

1.2. Name and professional activities undertaken by any other parties who are to be covered by the proposed project professional indemnity policy:

1.3. Name of principal / funding agency / developer:

1.4. Are any parties named in question 1.3. financially associated with any practice or company involved in this project (whether proposing for this insurance or otherwise)?

If yes, please provide full details by attachment.

1.5. Are any parties to be insured hereunder domiciled in the USA?

1.6. Have any of the parties that are to be covered by the proposed project professional indemnity policy been established for less than 5 years?

1.7. Please attach the contractual matrix.

2. Project details:

2.1. Name and location of the project:

2.2. Please provide a brief description of the project (and full details by attachment):

2.3. Please provide a brief description of the ground conditions of the site where the project is to be constructed (and full details by attachment):

2.4. Estimated total contract value:

a) Total overall contract value:

b) If the parties (the proposer/s) to be included for this insurance are only involved in part to the overall contract, please provide the contract values applicable for that part:

2.5. Estimated gross professional fees (total professional fees for all parties who are to be covered by the proposed project professional indemnity policy:

2.6. Please provide by attachment a detailed breakdown of the estimated total contract value for the entire project (or part of the project, if applicable) for which this insurance is intended.

3. Construction and insurance periods:

3.1. Please summarise the expected time schedule for the project:

Please note that the length of the requested discovery period will have an effect on the premium. Where the discovery period exceeds 150% of the total construction period, insurers may limit coverage under the balance of the discovery period (the additional discovery period) to major structural defects. Insurers may also request an independent engineer's report prior to the commencement of the additional discovery period.

3.2. What is the anticipated date for starting on site?

Please note coverage will be on a claims made basis. Claims or circumstances that may give rise to a claim must be reported to insurers during the policy period. Claims or circumstances reported to insurers after expiry of the policy period will not be covered. The discovery period forms part of the policy period.

3.3. Is there a requirement under contract for professional indemnity insurance to continue in force beyond completion of the contractual maintenance period?

3.4. When are you expecting this professional indemnity insurance to incept?

3.5. Please provide a complete project bar chart / time schedule by attachment.

4. Details of contract conditions:

4.1. Please attach full copies of the main contractor(s) or relevant clauses under which the various professional responsibilities (and construction responsibilities in the case of design of design and construct) will be performed:

4.2. Please highlight all contract conditions that pertain to the proposers' professional duties for which this insurance is sought:

Note: Irrespective of whether contracts are signed under a design & construct project structure, this insurance does not provide cover for claims arising out of the day-to-day supervision of labour and

construction work which under a traditional form of contract would normally be the responsibility of the building or engineering contractor rather than being the professional duty of the professional team.

5. Split of contract values:

Please summarise the approximate split of contract values into nature of work involved: In %

- ☐ Feasibility studies/reports
- ☐ Environmental studies
- ☐ Land fill/land fill reclamation
- ☐ Telecommunications (land-based)
- ☐ Power transmission/distribution (land-based)
- ☐ Industrialised system buildings
- ☐ Heating & ventilating/air conditioning/refrigeration services
- ☐ Airports (terminals and all airside work)
- ☐ Sports stadiums/associated facilities
- ☐ Other building works (excluding associated civil work) of (number) storeys
- ☐ Civil works
 - o Piling & Foundation work
 - o Highways
 - o Water/Sewerage/Waste-water/Agricultural Resource Development
 - o Bridges & Over-passes of more than 250m crossing span
 - o Cut-&-Cover/Tunnelling/Culverts/Underpasses
 - o Submersed Tunnelling
 - o Bored Tunnelling less than 250m bored length
 - o Bored Tunnelling of more than 250m bored length
 - o Shaft Sinking
 - o Railways
 - o Harbours/Jetties/Other Sea Defences
- ☐ Outfall Sewer
- ☐ Other Off-shore pipelines



Assurance

Covers You Right Through

- ☐ On-shore pipelines (as part of individual installations)
- ☐ Dams / Reservoirs
- ☐ Hydroelectric Installations
- ☐ Other Power Generation Works (Thermal/Thermal Co-generation/Waste-to-Energy)
- ☐ Nuclear Power Plant
- ☐ Cooling Towers/Silos
- ☐ Chemical & Petrochemical Plant
- ☐ Conveying/crushing/screening/milling plant
- ☐ Solvent extraction & leaching equipment
- ☐ Other Process Plant
- ☐ Any other (please specify, if necessary by attachment):

Total

100%

6. Professional duties to be undertaken by the proposer(s):

Please indicate which of the following professional duties are required to be performed by or on behalf of the proposer in connection with this project:

- Administering retention fund ☐
- Agreeing clearing, forwarding & customs dues ☐
- Approval of detailed drawings ☐
- Arranging site insurance ☐
- Authorising progress payments ☐
- Cash flow forecasts ☐
- Certifying final completion ☐
- Certifying final payment ☐
- Co-ordination / expediting ☐
- Cost estimates ☐
- Design criteria ☐
- Drafting Contract Conditions ☐



Assurance

Covers You Right Through

Feasibility Studies ☐

Flow sheets ☐

Geotechnical services ☐

Inspection of installation work ☐

Instructions to Tenderers ☐

Issuing variation orders ☐

Measurement ☐

Quality control & assurance ☐

Quantity estimates ☐

Settling contractual claims ☐

Supervision of commissioning ☐

Tender adjudication ☐

Working drawings ☐

Any other (please specify, if necessary by attachment): ☐

7. Split of Gross Fees and Sub-Contracted Fees

Please provide a split of the total fees declared in question 2.5. between the following categories of professional activities required to be performed by or on behalf of the proposer(s) in connection with this project: (please advise currency)

Activity:	Total gross fees, incl. Amount subcontracted:	Amount of fees subcontracted:
7.1. Engineering: i) Civil ii) Structural iii) Soil & Foundation iv) Mechanical v) Electrical vi) Heating & Ventilation 7.2. Architectural 7.3. Quantity Surveying 7.4. Project Management		

7.5. Project Co-ordination		
7.6. Any other – please specify (if necessary by attachment)		
TOTAL		

8. Details of Staff:

8.1. Please provide the following details of the main staff (incl. agency staff) employed to carry out the professional activities listed in questions 6 and 7 above (provide further details by attachment if necessary).

Name:	
Age:	
Duties:	
Professional Qualifications:	
Employed since:	

Name:	
Age:	
Duties:	
Professional Qualifications:	
Employed since:	

Name:	
Age:	
Duties:	
Professional Qualifications:	
Employed since:	

Name:	
Age:	
Duties:	
Professional Qualifications:	
Employed since:	

8.2. If any of the staff listed in 8.1. above are not professionally qualified to carry out the professional duties required to be performed or on behalf of the proposer(s) in connection with this project, please attach full details of appropriate practical experience acquired in this and previous employment.

9. Sub-Consultants and Sub-Contractors

9.1. Will the Proposer (or any of the parties named in question 1 of this proposal) engage the services of independent sub-consultants or sub-contractors?

Yes ☐ no ☐

9.2. If the answer to question 9.1. is “yes”, is the proposed project professional indemnity policy intended to cover such sub-consultants and/or sub-contractors?

If so, will the proposer waive rights of recourse against them or will the proposer maintain rights of recourse?

Rights of recourse waived:

Rights of recourse maintained:

9.3. If rights of recourse are to be maintained, will the proposer ensure that:

i) such consultants and/or contractors have professional indemnity insurance for not less than the amount of cover requested by this proposal for this insurance?

Yes ☐ no ☐

ii) such consultants and/or contractors are required under their contracts to have professional indemnity insurance for not less than the amount of cover requested by this proposal for this insurance for the same total period?

Yes ☐ no ☐

Or

iii) will the proposer ensure that such consultants and/or contractors are engaged directly by the proposer’s principal?

Yes ☐ no ☐

Please note that a premium discount may be available if rights of recourse are to be maintained against any sub-consultants or sub-contractors. The level of discount will be dependent upon the level of professional indemnity carried by such parties and the percentage of the total gross fees earned by such parties. If a discount is being sought in this respect, please provide the following information:

Names of party against whom rights of recourse are to be maintained:	Annual professional indemnity limit and insurer:	Percentage of total gross fees earned by named party:

10. Tried and Tested Techniques:

Are there any aspects of the project (or part of the project) for which this insurance is intended which:

10.1. comprise or include prototype or innovative construction techniques, designs or materials?

Yes ☐ no ☐

10.2. are unusual with regard to the performance, quality, durability or tolerances required?

Yes ☐ no ☐

10.3. the proposer is unfamiliar with and/or which do not fall within the scope of work with which the proposer is thoroughly experienced?

Yes ☐ no ☐

10.4. the proposer considers should be drawn to insurers' attention?

Yes ☐ no ☐

If the answer is "yes" to any of the above, please provide full details (if necessary by attachment):

11. Claims and Circumstances

Please state if the proposer (or any of the parties named in question 1 of this proposal) is aware of:

11.1. Any costs incurred by them in the past or any claim made against them arising from any actual or alleged negligent act, error or omission:

Please note that the above question 11.1. refers to all the proposer's professional activities, not just this project.

11.2. Any circumstance or event which might give rise to a claim for which cover would have been granted had this proposed project professional indemnity policy already been in force.

If the answer to either of the above is "yes", please provide full details by attachment.

Note: The answers to these questions are of the utmost importance & should only be completed after full & searching enquiry of all the parties named in question 1 of this proposal form. Merely because in the proposer's opinion a circumstance or event which has arisen is unlikely to result in a claim does not mean, that its occurrence need not to be notified. Design & Construct building or engineering contractors should consider their responses with extra care especially with regard to uninsured or unclaimed cost or expense incurred prior to handover of the works. If in any doubt, give full details by attachment.

12. Current and Previous Insurances

Is the proposer currently insured or has he previously proposed for or been insured by a professional indemnity policy?

Yes ☐ no ☐

If "yes":

12.1. with whom?

12.2. has any such proposal been declined?

12.3. has any insurer:

- | | |
|-----------------------------------|--|
| i) refused to renew? | yes <input type="checkbox"/> no <input type="checkbox"/> |
| ii) imposed special restrictions? | yes <input type="checkbox"/> no <input type="checkbox"/> |
| iii) required increased premium? | yes <input type="checkbox"/> no <input type="checkbox"/> |
| iv) cancelled cover? | yes <input type="checkbox"/> no <input type="checkbox"/> |

If the answer to any of the above questions 12.2. and 12.3. is “yes” please provide full details (by attachment if necessary).

13. Other Insurances in Respect of this Project

Please provide details of other insurances which are likely to be in force in respect of – and during the lifetime of – this project, and which can be expected to provide elements of coverage for professional exposures for the parties to be included in this insurance.

Please complete this section as fully as possible providing attachments where necessary as this information may serve to reduce the project professional indemnity premium level.

Insurance

Cover for professional exposures

Construction “All Risks”

(e.g. DE3 Design cover following “physical damage”)

General-/Products-Liability

(e.g. No exclusion of professional acts)

Product Guarantees

(e.g. 12 month on equipment supplied)

Decennial / Latent Defects

(e.g. 10 years on building works)

Other Professional Indemnity

(e.g. Consultant’s annual practice policies)

Liquidated Damages

Advanced Loss of Profits

Any other policy(ies)

14. Limits and Self Insured Excess

14.1. Please state the limit of indemnity required

Note: This limit will be in the aggregate for the period of this insurance, and only applies in respect of each and every claim to the extent that such aggregate limit is not exhausted. The limit of indemnity will include associated costs and expenses incurred in the defence and settlement of any claim).

14.2. Please state the Self-Insured Excess that the proposer is willing to bear in respect of each and every claim:

15. Pollution Exposures

Are you prepared to accept a total pollution exclusion under the proposed project professional indemnity policy?

yes ☐ no ☐

If the answer to the above is “no”, please go on to answer this question 15. (please note insurers may still impose either a total or sudden and accidental pollution exclusion)

15.1. Are you aware of any aspect of the project that may give rise to exposures to pollution or contamination specifically arising out of :

The type of the project

The location of the project

The prior history of the project site

The design of the project

The work method to be utilised for the project

Surrounding property

If the answer to any of the above is “yes”, please provide full details by attachment and continue to complete question 15.2

15.2. Do you (or any of the parties named in question 1) accept responsibility directly or vicariously, under contract or otherwise, for any clean-up, transportation, storage or disposal of any pollutant or contaminant, or any other exposure to pollution or contamination for which coverage is required?

yes ☐ no ☐

If “yes”, please identify which parties accept such responsibility, describe briefly the responsibility accepted, and describe how it is executed. If possible, please refer to the clause in the contract where such responsibility is specified, and attach copies of such clauses.

Name:

Responsibility:

Contract Clause:

15.3. Can you apportion a project value and/or fee element (actual or normal) to any of the above responsibilities?

yes ☐

no ☐

If “yes”, please specify.

15.4. Is any contractor or consultant (whether to be insured or not) employed to undertake any site investigation to ascertain the extent, location, or content of pollution or contamination on the project site, or the history of the project site with regard to pollution or contamination exposures?

yes ☐

no ☐

If “yes”, please provide details (if necessary by attachment), including the name of such contractor or consultant and copies of any reports or test results.

Note: Such reports or test results will be expected to refer inter alia to:

a) the overall size of the project site being developed, and within that, the size of the area of land being investigated where contamination/pollution is thought to (or known to) exist.

b) any recommended remedial measures to be undertaken in respect of the contaminated/polluted land.

c) “Caveats” – e.g. the depth and width of area of land investigated, number of bore holes, etc.

d) all the ultimate uses of the area of land in (a) above.

If this is not the case, please provide such details separately by attachment.

15.5. To what extent has the critical design criteria relevant to pollution or contamination exposures exceeded the minimum accepted standards?

15.6. Have you become aware during feasibility studies, tender or contract negotiations of any potential breaches of current or anticipated laws and/or regulations covering pollution or contamination in the territory in which the project is located?

yes ☐

no ☐

If “yes”, please provide full details by attachment of action taken to comply with such laws & regulations.

15.7. Are you aware after full enquiry if any of the parties to be insured have been the subject of any alleged or actual negligent act, error or omission based upon or arising out of pollution or contamination?

yes ☐

no ☐

If “yes”, please provide details.

16. Third Party Property Damage and Bodily Injury

16.1. Please advise if the project is to be constructed on a “green field” site.

yes ☐ no ☐

If “no”, please advise details of surrounding property (including principal’s property) as follows:

The distance of surrounding property from the proposed project site:

The nature of the surrounding property (type of property, usage of property and estimated value of property):

A site plan detailing location of proposed project and surrounding property.

16.2. Does the proposed project comprise of any elements or techniques that are known to potentially explosive and/or highly inflammable (or in any other way potentially hazardous to surrounding property)?

yes ☐ no ☐

If “yes”, please provide full details including likely maximum radius of surrounding area that would be affected by such explosive, inflammable or otherwise hazardous nature of the project.

16.3. Does the proposed project consist of any elements or techniques that could potentially be hazardous to persons?

yes ☐ no ☐

If “yes”, please provide full details.

17. Further Information:

Please provide by separate attachment any further information that you feel will assist in the understanding of the project, contractual liabilities or any professional duties performed.

18. Declaration: Note: The proposer is required to disclose all information which may influence the insurers in their assessment of the risk whether specifically requested in this proposal or not.

I, being an authorised representative of the proposer and of any other parties to be included for this insurance, declare that the statement made and information given are true and that no material information has been withheld, or misstated, and I acknowledge that this proposal and all other information supplied by me or on my behalf shall be the basis of any contract of insurance as a consequence.



Assurance

Covers You Right Through

Signed (on behalf of the proposer):	
Name:	
Position:	
Place and Date:	

IMPORTANT NOTE

- 1. Specimen copy of the Policy Form and other terms applicable to risk is available, on request by the Proposer.*
- 2. Please note that the above is for your general information only. For further details and specific information, please refer to the Policy whose terms and conditions, exceptions, clauses and warranties are applicable to this insurance.*
- 3. The Policy holder shall keep a record of all information including copies of letters supplied to the insurers for the purpose of entering into the contract. A copy of the completed Proposal Form will be supplied to the Proposer on request after its completion*