

Professional Activities and Fees

8. Total number of:

(a) Partners / Principals/ Sole Practitioners

(b) Other Technical Staff

(c) Non Technical Staff

Total of all Staff

9. Please state your Gross Professional Fee Income

(a) Actual for the past 12 months

(b) Estimate for the next 12 months

(c) Please provide a percentage breakdown of the fee income disclosed in Question 9(a) by State or Territory

 %

 %

 %

 %

 %

 %

 %

 %

10. Please state the approximate percentage of your Gross Professional Fee Income shown in Question 9(a), relating to the following fields of activity:

(a) Plan Drawing under relevant state building legislation

 %

(b) Building Design work

 %

(c) Town Planning applications

 %

(d) Detail Drafting work; split between

(i) Structural / Steel detailing or drafting

 %

(ii) Electrical detailing or drafting

 %

(iii) Mechanical / Services / Civil detailing or drafting

 %

(e) Interior Design

 %

(f) Contract Administration

 %

(g) Construction / Project Management

 %

(h) Other Activities (*please specify*)

 %

Total

 %

11. Please state the approximate percentage of your Gross Professional Fee Income shown in Question 9(a), derived from or relating to the following types of work:

(a) Domestic buildings (including flats and townhouses)

 %

(b) Commercial and Industrial buildings (up to 10 metres in height)

 %

(c) High Rise buildings - exceeding 10 metres and not otherwise classified

 %

(d) Oil installations, Pipelines and Refineries

 %

(e) Other Activities (*please specify*)

 %

Total

 %

12. Please give a description of the four (4) largest contracts undertaken by you in the last 5 years.

No.	Year	Nature of Project	Your Role	\$ Contract Value	\$ Fee Income
1					
2					
3					
4					

Claims Experience and General Details

13. (a) During the past 10 years has any claim been made, or has negligence been alleged, against you or any of the present or former Principals, or have any circumstances which may give rise to a claim been notified to insurers?

No Yes *Please complete Addendum A*

(b) Are there any circumstances not already notified to insurers which may give rise to a claim against you or any prior corporate practice or any of the present or former Principal(s)?

No Yes *Please complete Addendum A*

(c) Are there any claims against previous practices in which you have been a Principal which may give rise to a claim against either a Principal or you?

No Yes *Please complete Addendum A*

14. Have you ever had a liability insurer decline a proposal, impose special terms, decline to renew your insurance or cancel your insurance?

No Yes *Please provide details on your letterhead paper*

15. Has any Principal or staff member ever been subject to disciplinary proceedings for professional misconduct or been subject to any enquiry or audit by the Building Control Commission or the Building Practitioners Board?

No Yes *Please provide details on your letterhead paper*

16. Are you now, or have you ever been a member of a joint venture for which you would like us to consider providing cover for under this proposed insurance?

No Yes *Please provide details on your letterhead paper*

17. Have you ever undertaken, or are you likely to undertake, work overseas?

No Yes *Please provide details on your letterhead paper*

18. Please indicate the Sum Insured you require:

\$1,000,000 \$2,000,000 \$5,000,000 Other Please specify \$

(minimum Sum Insured)

Declaration

I/We hereby declare that:

My/Our attention has been drawn to the Important Notice accompanying this Proposal form and further I/we have read the notices carefully and acknowledge my/our understanding of their content by my/our signature/s below.

The above statements are true, and I/we have not suppressed or mis-stated any facts, and that should any information given by me/us alter between the date of this Proposal form and the inception date of the insurance to which this Proposal relates, I/we shall give immediate notice thereof.

I/We also confirm that the undersigned is/are authorised to act for and on behalf of all persons who may be entitled to indemnity under any policy which may be issued pursuant to the Proposal form and I/we complete this Proposal form on their behalf.

I/We authorise CGU Professional Risks Insurance, a division of CGU Insurance Limited, to collect or disclose any personal information relating to this insurance to/from any other insurers or insurance reference service. Where I/we have provided information about another individual (for example, an employee, or client), I/we declare that the individual has been or will be made aware of that fact and the section in the Policy on "The way we handle your personal information."

Signature	Date	Signature	Date
<input type="text"/>	<input type="text" value="/ /"/>	<input type="text"/>	<input type="text" value="/ /"/>
Name		Name	
<input type="text"/>		<input type="text"/>	
Position		Position	
<input type="text"/>		<input type="text"/>	

Addendum A

If you have answered "Yes" to question 13 (a), (b) or (c) of the Proposal Form, please provide the following details in respect of each matter.

Responses such as "known to insurer", or "refer to your files", or the like will not be accepted and will delay consideration of this proposal.

1. Year of notification

2. Name of Insurer (if any)

3. Name of Claimant

4. Nature of problem

5. Amount paid or estimated potential liability

\$

6. Has the matter been finalised or is it still pending?

Finalised Pending

Please provide details

1. Year of notification

2. Name of Insurer (if any)

3. Name of Claimant

4. Nature of problem

5. Amount paid or estimated potential liability

\$

6. Has the matter been finalised or is it still pending?

Finalised Pending


Please provide details

Signature

Position

Date

If there is insufficient space to answer questions fully, please provide further details as a separate sheet on your letterhead and attach it to this Addendum.

Please refer over this page for Important Notices. 



An Important Notice to the Applicant 'Claims Made' Contracts of Insurance

Please read and retain in your file

The proposed insurance is issued on a 'claims made' basis.

This means that the policy responds to:-

1. claims first made against the insured during the policy period and notified to CGU Professional Risks Insurance during that policy period, providing that the insured was not aware, at any time prior to the policy inception, of circumstances which would have alerted a reasonable person in the insured's position on notice that a claim may be made against the insured; and
2. 'claims circumstances' notified pursuant to Section 40 (3) of the *Insurance Contracts Act* 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 insurance cover provided by the contract."

After policy expiry, no new claims can be made on the expired policy even though the event giving rise to the claim may have occurred during the policy period.

If during the policy period you become aware of circumstances which a reasonable person in your position would consider may give rise to a claim, and which you fail to notify to us during the policy period, we may not cover you under a subsequent policy for any claim which arises from these circumstances.

When completing the proposal you are obliged to report and provide full details of all circumstances of which you are aware and which a reasonable person in your position would consider may give rise to a claim.

It is important that you make proper disclosure (see **Duty of Disclosure**, below) so that your cover under any new policy with us is not compromised.

Pursuant to the *Insurance Contracts Act* your duty to disclose all relevant information is set out below.

Duty of Disclosure

Before entering into a contract of general insurance, you have a duty, under the *Insurance Contracts Act*, to disclose to us every matter that you are aware of, or could reasonably be expected to be aware of, that is relevant to our decision about insuring you and if so, on what terms. You have the same duty to disclose these matters to us before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter -

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or, in the ordinary course of our business, ought to know;
- as to which compliance with your duty is waived by us.

You should note that your duty continues after the proposal form has been completed until the policy is entered into, i.e. until the date we receive instructions to bind cover.

Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or may cancel the policy. If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning. It is therefore vital that you enquire of all entities comprising the insured, including senior staff, before completing the proposal form and before you sign any declaration confirming no change in the information disclosed.

Retroactive Liability

The proposed insurance may be limited by a retroactive date either stated in the schedule or endorsed onto the policy. Where the retroactive cover provided by the proposed policy is subject to such a date, then the policy does not cover any claim arising from actual or alleged act, error or omission or conduct occurring prior to such retroactive date.

Average Provision

One of the insuring provisions of the proposed insurance may provide that where the amount required to dispose of a claim exceeds the limit of the sum insured in the policy then CGU Professional Risks Insurance shall be liable only for a proportion of the total costs and expenses. This shall be the same proportion of the total expenses as the policy limit bears to the total amount required to dispose of the claim.

Surrender of Waiver of any Right of Contribution or Indemnity

If another person or company is liable to compensate you or hold you harmless for part or all of any loss or damage otherwise covered by our policy, but you agree with that person or company (either before or after the inception of our policy) that you would not seek to recover any loss or damage from them, we will not cover you for this loss or damage.

Year 2000 Compliance

The proposed quotation to be issued to you or your firm based on your completed proposal may include specific reference to the issue of Year 2000. The issue of Year 2000 and the considered likely effects on the many and various forms of computer based control systems are being constantly discussed in the print and electronic media. To clarify our understanding of the meaning of, and the issues relating to the change in the millennium, we set out overleaf for your detailed consideration a document that has been prepared by Standards Australia/Standards New Zealand (document SAA/SNZ MP77). This document discusses the many and various issues of "Year 2000 Compliance" that you and your firm will need to consider.



**BUILDING
INDUSTRY
SOLUTIONS
PTY. LTD.**

BUILDING INDUSTRY SOLUTIONS

8 Commercial Drive
Dandenong South VIC 3175
PO Box 4332 Dandenong South VIC 3164
Tel: (03) 8791 7691
Fax: (03) 9706 5939
www.buildinginsurance.com.au



Southern Region Office

Level 4 CGU Centre
485 La Trobe Street Melbourne VIC 3000
GPO Box 4609 Melbourne VIC 3001
DX 38206 Flagstaff
Tel. (03) 9601 8700 Fax (03) 9602 5255
Offices also in Sydney, Brisbane and Perth

Agent for Insurer: **Building Industry Solutions** ABN 64 092 774 288

Insurer: **CGU Professional Risks Insurance**

A Division of CGU Insurance Limited ABN 27 004 478 371 An IAG Company

STANDARDS AUSTRALIA/STANDARDS NEW ZEALAND

Miscellaneous Publication**A definition of year 2000 conformity requirements**

1 INTRODUCTION This Miscellaneous Publication addresses what is commonly known as year 2000 conformity (also known as century or millennium compliance). It provides a definition of this expression and sets out requirements for equipment and products which use dates and times.

This Miscellaneous Publication is equivalent to British Standards Institution (BSI) document DISC PD 2000-1, *A Definition of Year 2000 Conformity Requirements*, but has been re-keyed to facilitate reproduction on the Internet. The only variations from the BSI document are the deletion of the list of British contributing organizations from the Introduction, and the numbering of the clauses.

While every care has been taken in developing this Miscellaneous Publication, Standards Australia, Standards New Zealand, BSI and the contributing organizations accept no liability for any loss or damage caused, arising directly or indirectly, in connection with reliance on its contents, except to the extent that such liability may not be excluded at law. Independent legal advice should be sought by any person or organization intending to enter into a contractual commitment relating to year 2000 conformity requirements.

NOTE: Additional information on year 2000 conformity is available in—

- (a) SAA HB99—1997, *Addressing the comparison of dates for the year 2000 and beyond*; and
- (b) SAA/SNZ HB104:1997, *A guide to year 2000 compliance*.

2 THE DEFINITION Year 2000 conformity shall mean that neither performance nor functionality is affected by dates prior to, during and after the year 2000.

In particular—

- (a) **Rule 1**—No value for current date will cause any interruption in operation.
- (b) **Rule 2**—Date-based functionality must behave consistently for dates prior to, during and after year 2000.
- (c) **Rule 3**—In all interfaces and data storage, the century in any date must be specified either explicitly or by unambiguous algorithms or inferencing rules.
- (d) **Rule 4**—Year 2000 must be recognized as a leap year in terms of handling both 29th February and day 366.

3 AMPLIFICATION

3.1 General explanation Problems can arise from some means of representing dates in computer equipment and products and from date-logic embedded in purchased goods or services, as the year 2000 approaches and during and after that year. As a result, equipment or products, including embedded control logic, may fail completely, malfunction or cause data to be corrupted.

To avoid such problems, organizations must check, and modify if necessary, internally produced equipment and products and similarly check externally supplied equipment and products with their suppliers. The purpose of this Miscellaneous Publication is to allow such checks to be made on a basis of common understanding.

Where checks are made with external suppliers, care should be taken to distinguish between claims of conformity and the ability to demonstrate conformity.

(a) **Rule 1**

- (i) This rule is sometimes known as *general integrity*.
- (ii) If this requirement is satisfied, roll-over between all significant time demarcations (e.g. days, months, years, centuries) will be performed correctly.
- (iii) *Current date* means today's date as known to the equipment or product.

(b) **Rule 2**

- (i) This rule is sometimes known as *date integrity*.
- (ii) This rule means that all equipment and products must calculate, manipulate and represent dates correctly for the purposes for which they were intended.
- (iii) The meaning of *functionality* includes both processes and the results of those processes.
- (iv) If desired, a reference point for date values and calculations may be added by organizations; e.g. as defined by the Gregorian calendar.
- (v) No equipment or product shall use particular date values for meanings; e.g. '99' to signify 'no end value' or 'end of file' or '00' to mean 'not applicable' or 'beginning of file'.

(c) **Rule 3**

- (i) This rule is sometimes known as *explicit/implicit century*.
- (ii) This rule covers two general approaches, as follows:
 - (A) *Explicit representation of the year in dates*: e.g. by using four digits or by including a century indicator. In this case, a reference may be inserted (e.g. 4-digit years as allowed by AS/NZS 3802:1997*) and it may be necessary to allow for exceptions where domain-specific Standards (e.g. Standards relating to Electronic Data Interchange, Automatic Teller Machines or Bankers Automated Clearing Services) should have preference.
 - (B) *The use of inferencing rules*: e.g. two-digit years with a value greater than 50 imply 19xx, those with a value equal to or less than 50 imply 20xx. Rules for century inferencing as a whole must apply to all contexts in which the date is used, although different inferencing rules may apply to different date sets.

3.2 General notes For Rules 1 and 2 in particular, organizations may wish to specify allowable ranges for values of current date and dates to be manipulated. The ranges may relate to one or more of the feasible life-span of equipment or products or the span of dates required to be represented by the organization's business processes. Tests for specifically critical dates may also be added (e.g. for leap years, end of year, etc.). Organizations may wish to append additional material in support of local requirements.

Where the term 'century' is used, clear distinction should be made between the 'value' denoting the century (e.g. 20th) and its representation in dates (e.g. 19xx); similarly, 21st and 20xx.

In order to encourage a uniform approach to date fields, organisations may wish to consider following the Commonwealth's convention for expressing the date field — CCYYMMDD.

First Published as SAA/SNZ MP77:1998.

* AS/NZS 3802:1997, Data elements and interchange formats—Information interchange—Representation of dates and times. (Identical to ISO 8601:1988.)