Agile Syndicate 2427

Accountants Professional Indemnity

Insurance Proposal Form

Agile Underwriting Services Pty Ltd
ABN 48 607 908 243 — AFSL 483374

FIN-ACC-AU-260505-Prop

LLOYD'S Underwriters

withagile.com

Important Information

Please read these notices carefully. If you have any questions, please contact us.

1. About Agile

This insurance is issued by Agile Underwriting Services Pty Ltd (ABN 48 607 908 243, AFS Licence No. 483374) (Agile). Agile arranges policies for and on behalf of certain Underwriters at Lloyd's (the Insurer).

In all aspects of this Policy, Agile acts as agent for the Insurer and not for the Policyholder.

Our contact details are:

Head Office:	Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
Postal Address:	Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
Telephone:	1300 705 031
E-mail:	service@withagile.com
Website:	www.withagile.com

2. Duty of disclosure

What You Must Tell Us

We will ask You various questions when You apply for cover. When You answer those questions, You must take reasonable care not to make a misrepresentation to Us. We will use the answers in deciding whether to insure You, and anyone else to be insured under the Policy, and on what terms. You have this same duty to disclose those matters to Us before You renew, extend, vary, or reinstate Your Policy.

If You Do Not Tell Us

If You do not answer Our questions in this way, We may reduce Our liability under contract in respect of a Claim 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 commenced.

3. Change in risk

Every change materially affecting the facts or circumstances existing at the commencement of or during the course of this policy, or at any subsequent renewal date, shall be notified to Agile as soon as such change comes to the insured's notice.

Agile reserves the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such coverage.

4. Privacy

At Agile, we are committed to protecting your privacy in accordance with *the Privacy Act 1988* (Cth) and the Australian Privacy Principles. You can access the Agile privacy policy by:

Email	privacy@withagile.com
Phone	1300 705 031
Mail by writing to	Privacy Officer, Agile Underwriting Services Pty Ltd Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000

Agile collect Your personal information to assess

Your application for insurance, administer Your policy and pay Your claims. If You do not provide the information that Agile may request, Your insurance application may not be accepted, or Agile may not be able to administer Your policy or administer a claim. Also, You may breach Your duty of disclosure, the consequences of which are set out in 6. Your Duty of Disclosure. Agile may need to share Your information with others to decide whether to accept Your policy, administer Your policy and manage and pay Your claims.

To allow Agile to do this and to otherwise operate our business, Your personal information may be given to and used by the following:

1. The Underwriters of this policy are certain Underwriters at Lloyd's and its own employees and agents. The Underwriters are in the United Kingdom. When Your information is disclosed to the Underwriters it will be protected by the General Data Protection Regulation which contains similar protection to the Australian Privacy Principles.
2. Claims adjusters, lawyers and other people appointed by Agile or the Underwriters, or on Agile's behalf or the Underwriters behalf for claims handling purposes.

By submitting Your personal information to Agile, You agree to Agile using and disclosing Your personal information this way. This consent to the use and disclosure of Your personal information remains valid unless You alter or revoke it by giving Agile written notice.

If Your details or personal information changes

You should notify Agile in writing at the above contact details, so Agile can ensure that the information Agile hold about You is accurate, complete and up to date.

5. Australian Dispute Resolution

This Insurance is not subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice.

Complaints

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact:

Postal address:	The Complaints Officer Agile Underwriting Services Pty Ltd Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
Telephone:	1300 705 031
Email:	complaints@withagile.com

We will acknowledge we have received your complaint and aim to resolve the complaint to your satisfaction.

A complaint decision will be provided to you within 30 calendar days. If we are unable to meet this timeframe we will inform you of the reason for the delay.

If your complaint is not resolved to your satisfaction, or you do not receive a complaint decision within 30 calendar days of the date on which you first made the complaint, you can refer your complaint to the Australian Financial Complaints Authority (AFCA).

You can contact AFCA as follows:

Postal address:	Australian Financial Complaints Authority (AFCA) GPO Box 3, MELBOURNE, VIC, 3001
Telephone:	1800 931 678
Email:	info@afca.org.au

AFCA services are provided to you free of charge. Your complaint must be referred to AFCA within 2 years of the complaint decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may have access to other external dispute resolution options.

6. Claims made and notified basis of coverage

The Professional Indemnity Insurance Policy is issued on a 'Claims made and Notified' basis. This means that the Insuring Clause responds to:

a) claims first made against you during the policy period and notified to the insurer during the policy period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/her; and

b) written notification of facts pursuant to section 40(3) of the *Insurance Contracts Act 1984*. The facts that you may decide to notify, are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to the expiry of the policy period.

If you give written notification of facts the policy will respond even though a claim arising from those facts is made against you after the policy has expired. For your information, section 40(3) of the *Insurance Contracts Act 1984* is set out below:

"S40(3) 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." When the policy period expires, no new notification of facts can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period.

7. General Insurance Code of Practice

Lloyds are a signatory to the General Insurance Code of Practice (the Code). The Code sets out minimum standards that We will uphold in respect of the products and services that We provide. Further information about the Code is available at www.codeofpractice.com.au and on request.

Section 1 – Details of the Applicant

1. **Names of all entities to be insured:**

2. **Trading name:**	ABN: (if applicable):

3. **Contact details**

Telephone number:	Website address:
Mobile number:	Email address:

4. **Address of principal office**

Street address:

City:	State:	Postcode:

5. **Address of other office(s)**

Street address:

City:	State:	Postcode:

6. **Date business established:**	(DD/MM/YY) / /

7. **Name of all principals, directors, partners**

Name	Qualifications	Age
a)		
b)		
c)		
d)		
e)		

8. **Number of principals and staff (Full-time / Part-time)**

Role	FT	PT	Role	FT	PT
Directors, partners, principals			Consultants		
Qualified/Technical staff			Administration/Other staff		

Section 3 – Business Details

9. **Types of work**

Please provide a breakdown of your Total Gross Income for the last 12 months derived from the following activities.
Percentages must total 100%.

Professional Service	%	Professional Service	%
Accounts Preparation	%	Bookkeeping	%
Actuarial Services	%	Insolvency, receivership and liquidation	%
Audit (refer separate question below)	%	Mergers & Acquisitions	%
SMSF Administration	%	Financial Advice	%
Taxation	%	Insurance Sales	%
Trustee Services	%	Business Valuation	%
MYOB and other Software	%	Other:	%
Management Consulting	%	The total percentage must add up to 100%	0 %

10. **Audit:**

Please provide the percentage of your Audit work derived from the following categories:

Category	%	Category	%
Non-Profit & Private Companies	%	Self-Managed Super Funds	%
Publicly Listed Companies	%	Other Superannuation Funds or Trusts	%
Public Companies – other	%	Financial Institutions (Provide details below)	%
Other:	%	The total percentage must add up to 100%	0 %

Please provide details about Financial Institutions:

11. **Are you aware of any changes to the Professional Services or activities declared above that are expected to occur in the coming financial year, or is cover required for any other activities (now ceased) that differ from those declared?** Yes ☐ No ☐

If 'Yes', please provide details:

12. **Are you and all of your staff appropriately qualified/licensed and/or have they completed the appropriate training to perform the declared activities?** Yes ☐ No ☐

If 'No', please provide details:

13. **Is cover required for any former trading entities or subsidiaries?** Yes ☐ No ☐

If 'Yes', please provide details:

Entity Name	Date ceased to be a Subsidiary (DD/MM/YY) / /

14. **Have you been involved in or considering any mergers or acquisitions or has the Insureds name changed?** Yes ☐ No ☐

If 'Yes', please provide details:

15. **Are you connected or associated (financially or otherwise) with any other entity?** Yes ☐ No ☐

If 'Yes', please provide details:

Name of Entity:	Connection details:

Do you provide work to the associated entity? Yes ☐ No ☐

Do you require cover for the work you complete for the associated entity? Yes ☐ No ☐

16. **Please state gross fees/turnover (as applicable) payable by clients, including gross fees paid to sub-contractors.**

Location	Previous 12 months	Last 12 months	Next 12 months
a) Australia	$	$	$
b) elsewhere (excluding the USA)	$	$	$
c) in the USA (including work performed outside those areas for persons, companies, firms, or organisations having an address therein)	$	$	$
Total of (a), (b) and (c) above	$ 0	$ 0	$ 0

17. **Are you represented in any way outside Australia?** Yes ☐ No ☐

If 'Yes,' please state:

Country:	Fees/Turnover:	Number of Staff:	Number of Offices:
	$		

18. **Are you represented in any way in the USA?** Yes ☐ No ☐

If 'Yes,' please provide details:

19. **Do you subcontract or outsource any of your activities?** Yes ☐ No ☐

If 'Yes,' please provide details:

a) Please state percentage of gross fees / turnover paid to subcontractors in the last 12 months? %

b) Please state percentage of gross fees / turnover paid for outsourced services in the last 12 months? %

c) What activities are subcontracted/outsourced?

d) Do all subcontractors and/or outsourced entities have Professional Indemnity insurance? Yes ☐ No ☐

e) Are the sub-contractors or outsourced services working under the Insured's direct control and supervision? Yes ☐ No ☐

If 'Yes', is cover required under the policy? Yes ☐ No ☐

If 'Yes', do the gross fees/turnover declared in Question 15 include gross fees paid to such sub-contractors or outsourced services? Yes ☐ No ☐

20. **Do you use standard form agreements / engagement letters for Professional Services?** Yes ☐ No ☐

If 'No,' please describe the type of contracts generally used and were they subject to legal review or external professional advice prior to execution:

Licences & Regulatory Compliance

21. **Does the Insured have an Australian Financial Services Licence?** Yes ☐ No ☐

If 'Yes,' please provide details of the license and do you require cover under the policy?

Fund Transfer Procedures

22. **Do you transfer funds on behalf of clients greater than $10,000?** Yes ☐ No ☐

If **'Y**es,**'** please provide details:

23. **Do you conduct independent or secondary verification of bank account details before transferring funds?** Yes ☐ No ☐

24. **Do you obtain verbal confirmation with clients prior to transferring funds greater than $10,000?** Yes ☐ No ☐

If 'No', to either question 23 or 24 please describe the controls used to validate payment instructions prior to transferring funds:

Section 2 – Optional Extensions

Fidelity Extension

25. **Do you require cover for Fidelity?** Yes ☐ No ☐

If 'Yes', please answer the following:

a) Do all cheques drawn for over AUD$10,000 require at least two authorised signatures? Yes ☐ No ☐

b) Is cash in hand and petty cash independently checked at least monthly and additionally without notice at least every six months? Yes ☐ No ☐

c) Are persons responsible for cash and cheques required to bank these daily? Yes ☐ No ☐

d) Are bank statements, receipts, counterfoils and other supporting documents reconciled at least monthly against cash book entries by persons not responsible for handling cash? Yes ☐ No ☐

e) Are references obtained from former employers covering at least the three years prior to the engagement of any person responsible for money, goods or accounting procedures? Yes ☐ No ☐

If you answered 'No', to any of the above, please provide details below:

26. **Are you aware of any claims or losses (paid, made or pending) relating to fraud or dishonesty?** Yes ☐ No ☐

If 'Yes,' please provide details below:

Previous Business Extension

27. **Do you require cover for Previous Business?** Yes ☐ No ☐

If 'Yes', please answer the following:

a) Name of the Business Entity

b) Were the professional activities undertaken in that previous business different from your current business activities? Yes ☐ No ☐

If 'Yes', please provide details:

What were the dates the individual practiced in the previous business?	From: / /	To: / /

Are there any known claims or circumstances from this previous business? Yes ☐ No ☐

If 'Yes', please provide details below:

Contractor and Consultants Extension

28. **Do you require cover to extend to your Contractors and Consultants?** Yes ☐ No ☐

Section 3 – Claims and circumstances

29. **Has the Insured or any principal, partner or director (either as a principal, partner or director of the Insured or of any other business), consultant or employee in the last 5 years:**

a) had a claim been made against them in respect of the risks to which this proposal relates? Yes ☐ No ☐

b) incurred any other loss or expense which might be within the terms of the Professional Indemnity cover? Yes ☐ No ☐

If 'Yes', in either case, please provide the following details:

Date of claim or loss	/ /

Brief details of each claim or loss:

Cost (if any) of claim paid or loss insured	$
Estimated remaining outstanding loss	$

30. **What action has been taken to prevent a recurrence of the situation which gave rise to each claim or loss?**

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

a) give rise to a claim against the Insured or his/her predecessors in business or any of the present or former partners, principals, directors, consultants, or employees? Yes ☐ No ☐

b) result in the Insured 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 the Professional Indemnity cover (this includes, but is not limited to, disciplinary hearings)? Yes ☐ No ☐

c) otherwise affect the Insurer's consideration of this Insurance? Yes ☐ No ☐

If 'Yes', to any, please provide details, including maximum potential cost. (By separate note if preferred).

32. **Has any insurer, in respect of the risks to which this proposal relates, ever:**

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 Insured or reduced its liability to pay an insurance claim in full (other than by application of an Excess)? Yes ☐ No ☐

If 'Yes', to any of the above, please provide details:

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

Section 4 – Insurance Requirements

33. **Do You have any Professional Indemnity Insurance currently in force?** Yes ☐ No ☐

If 'Yes', please state:

Name of Insurer	Limit of indemnity	Premium	Excess	Retroactive Date	Renewal date
	$	$	$	/ /	/ /

34. **Stamp Duty Declaration – Please provide a percentage breakdown of fees/turnover by location as follows:**

NSW	%	VIC	%	QLD	%
SA	%	WA	%	TAS	%
ACT	%	NT	%	Overseas	%

Stamp Duty split must equal 100%

NSW Small Business Stamp Duty Exemption: I confirm that the Policyholder is/will be a CGT small business entity (within the meaning of s 15210 (1AA) of the *Income Tax Assessment Act 1997* of the Commonwealth) for the income year in which the insurance is incepted or renewed and that I have obtained an exemption declaration which I am able to produce if requested to do so by the Chief Commissioner. Yes ☐ No ☐

35. **Please select the Limit of Indemnity required under this Professional Indemnity insurance:**

☐ $1,000,000 ☐ $2,000,000 ☐ $5,000,000 ☐ $10,000,000 ☐ Other $ _____

36. **Please select the Excess required under this Professional Indemnity insurance:**

☐ $1,000 ☐ $2,500 ☐ $5,000 ☐ $7,500 ☐ $10,000 ☐ Other $ _____

Additional information required Note:

Please advise if you would like retroactive cover and provide evidence of cover in force.

Declaration

I/we the undersigned duly authorised person(s) declare that:

- I am/we are authorised by each of the Insured to sign this Proposal Form; and
- the above statements are correct, true, and complete; and
- no information material to this Proposal Form has been withheld; and
- 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
- I/we have diligently made all necessary and detailed enquiries in order to comply with the duty of disclosure; and
- I/we understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance; and
- I/we undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
- 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; and
- except where indicated to the contrary, I/we understand that any statement made in this Proposal Form will be treated by the insurer as a statement made by all persons to be insured; and
- I/we have read Agile's Privacy Statement on this Proposal Form, and consent to the use, disclosure and obtaining of personal information about the Insured for the purposes shown in the Privacy Statement.

Signed by:

Name of Partner(s) or Director(s):	On behalf of (insert name of firm):
Signature:	Date: (DD/MM/YY) / /

If completing electronically, print out the completed form and attach a manual signature.