



Solicitors

Combined Proposal Form

Issued by Agile Insurance Group NZ Limited
NZBN 9429052286766

PI-SOL-NZ-2026-PropForm

LLOYD'S Underwriters

withagile.com

Important Information

Important information relating to this proposal form. You should read the following information before proceeding to complete this proposal form.

1. Duty of disclosure

This is a non-consumer insurance contract. Before you enter into a contract of general insurance with an insurer, you have a duty, to make a fair presentation of the risk. This requires disclosure of every material circumstance that you know, or ought to know, which would influence the judgement of a prudent insurer in determining whether to accept the risk of insurance, and if so, on what terms. Alternatively, you must provide sufficient information to put a prudent insurer on notice that it needs to make further enquiries. Your duty, however, does not require disclosure of any matter:

- that diminishes the risk to be undertaken by the insurer;
- that your insurer knows or, in the ordinary course of their business, ought to or are presumed to know; or
- that is something as to which the insurer waives information.

Your knowledge includes what is known to the senior management of your business / organisation or those that are responsible for your insurance. To comply with this duty, you should also conduct a reasonable search of information and make reasonable enquiries within your business / organisation.

2. Non-disclosure

If you fail to comply with your duty of disclosure, and the insurer would not have entered into the contract of insurance or would have done so on different terms, the insurer may cancel or amend your policy or refuse to pay a claim. Depending on the nature of the

failure and its effect on the insurer's decision-making at the time of accepting the risk of insurance, the insurer may have a remedy such as:

- treating the contract as if different terms applied;
- reducing proportionally the amount otherwise payable for a claim; and/or
- avoiding the contract and refusing all claims.

3. Privacy statement

Agile Insurance Group NZ Limited are committed to protecting your privacy and complying with the *Privacy Act 2020* (Privacy Act). Details of how Agile collect and use your information are available on our website at www.withagileunderwriting.com/new-zealand/.

4. Fair Insurance Code

Agile's policies are compliant with the Insurance Council of New Zealand's Fair Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. A copy of this Code is available from the Insurance Council of New Zealand's website at www.icnz.org.nz.

5. Completing the forms

This proposal forms part of the basis of any insurance contract entered into. Please complete it fully and carefully and ensure the Declaration section is signed and dated. If additional space is required, please attach supplementary pages. Under your policy terms, you have an ongoing duty to disclose all material facts.

Section 1 – Insurance Requirements

1. Period of Insurance required (from 4pm Local Standard time): From: / / To: / /

2. Current cover in place:

Expiry Date	Insurer	Limit	Excess	Retroactive Date	Premium
/ /		\$	\$	/ /	\$
/ /		\$	\$	/ /	\$
/ /		\$	\$	/ /	\$

3. Cover required:

Cover Type	Option 1	Option 2	Option 3	Other
Professional Indemnity	☐ \$1,000,000	☐ \$2,000,000	☐ \$5,000,000	☐ \$
General Liability	☐ \$1,000,000	☐ \$2,000,000	☐ \$5,000,000	☐ \$
Statutory Liability	☐ \$1,000,000	☐ \$2,000,000		☐ \$
Employers Liability	☐ \$1,000,000	☐ \$2,000,000		☐ \$
Cyber	☐ \$250,000	☐ \$500,000	☐ \$1,000,000	☐ \$

Section 2 – Applicant Details

4. Name of all entities to be insured including trading names and all subsidiaries:

5. Postal address of head office:

Street Address:

Suburb: Town/City: Postcode:

6. Website address:

7. What date was the business established: (DD/MM/YY) / /

8. Company Number or NZBN Number:

9. Number of locations: NZ: Overseas:

If overseas, provide country and region below:

10. Have you or any director / partner / manager of the Insured ever:

- | | | |
|---|------------------------------|-----------------------------|
| a) Had insurance declined or cancelled | Yes ☐ | No ☐ |
| b) Has an insurer refused or not invite renewal | Yes ☐ | No ☐ |
| c) Had any non-standard or adverse terms, conditions or restrictions imposed by an insurer (excluding standard policy endorsements) | Yes ☐ | No ☐ |
| d) Had any activity specific excess imposed by an insurer | Yes ☐ | No ☐ |
| e) Had a claim rejected under a policy of insurance | Yes ☐ | No ☐ |
| f) Been declared bankrupt or placed into receivership or Liquidation | Yes ☐ | No ☐ |
| g) Been charged with or convicted of a criminal offence | Yes ☐ | No ☐ |

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

Section 3 – Business Details

11. Type of Work

Please list all professional services provided and allocate an approximate percentage of fee income for each:

Professional Service	%	Professional Service	%
Conveyancing – Domestic	%	Immigration	%
Conveyancing – Commercial/Industrial	%	Banking or Securities (including litigation)	%
Conveyancing – Rural	%	Matrimonial	%
Commercial & Corporate	%	Other Litigation	%
Common Law	%	Probate	%
Criminal Law	%	Taxation (including litigation)	%
Employment Law	%	Insolvency (including litigation)	%
Estates & Trusts	%	Directors Fees	%
Family (excluding Matrimonial)	%	Other:	%
The total percentage must add up to 100%			0 %

12. Please advise if you require cover for a previous practice (only complete if applicable)

- a) Has the name of the Practice ever changed? Yes ☐ No ☐
- b) Has any other practice amalgamated or merged with you, or have you purchased any other practice or business? Yes ☐ No ☐

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

13. Does the Firm require cover for real estate activities as outlined in the *Lawyers & Conveyancers Act 2006*?

Yes ☐ No ☐

14. Please supply details of all partners/principals and directors of the Practice:

Name of Partners/Principals/Directors	Qualifications	Year Admitted	Year joined this practice
a)			
b)			
c)			
d)			
e)			

15. Does any person named in answer to Q14 require cover for work undertaken whilst a partner in any other practice (other than a predecessor firm of this Practice)?

Yes ☐ No ☐

If 'Yes', please provide full details below:

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

Location	Previous 12 months	Last 12 months	Next 12 months
a) New Zealand	\$	\$	\$
b) Australia	\$	\$	\$
c) Other:	\$	\$	\$
Total of (a), (b) and (c) above:	\$ 0	\$ 0	\$ 0

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

Role	FT	PT	Role	FT	PT
Directors, partners, principals			Qualified Lawyers		
Qualified/Technical staff			Consultants		
Other:			Total Staff:	0	

Section 4 – Risk Management

18. Does the Practice use:

- a) Engagement letters? Yes ☐ No ☐
- b) Scope of Service letters? Yes ☐ No ☐
- c) Letters of disengagement? Yes ☐ No ☐

19. Does the Practice operate a firm wide diary system? Yes ☐ No ☐

20. Does the Practice have any procedures to ensure compliance with the diary system? Yes ☐ No ☐

21. Is any member of the Practice able to transfer funds or sign cheques on his/her signature alone? Yes ☐ No ☐

If 'Yes', please give details:

- a) What is the approximate annual value of fund transfers? \$
- Please specify the method of instruction (i.e. written, electronic, computer, telephone, etc)

- b) Is the financial institution required to authenticate the instructions before payment is released? Yes ☐ No ☐

22. Do you use Multi Factor Authentication (MFA) to access your cloud- based email account? Yes ☐ No ☐

23. Are all Partners/Principals/Directors & employees of the business trained to identify and manage phishing scams? Yes ☐ No ☐

If 'Yes', are all employees tested to ensure correct practices are followed? Yes ☐ No ☐

24. Is the Practice a 'Reporting Entity' under the *Anti-Money Laundering and Counter Financing of Terrorism Act 2009* (and any amendment thereto)? Yes ☐ No ☐

If 'Yes', do you comply with the requirements of this legislation? Yes ☐ No ☐

Please provide brief details of compliance processes:

25. Please indicate if you require cover for: ☐ Outside Trusteeships ☐ Outside Directorships

26. If cover is required for Outside Trusteeships (positions held on behalf of the Practice only)

Does the Practice operate a Trustee Company? Yes ☐ No ☐

If 'Yes', please state the name of the company and the date it was established

Please advise the total number of Trustee appointments held:

27. Do you lend money on behalf of clients or operate a Solicitor's Nominee Company? Yes ☐ No ☐

Section 5 – Optional Extensions

Fidelity Extension

28. Do you require cover for Fidelity?

Yes ☐ No ☐

If 'Yes', please answer the following:

- | | | |
|---|------------------------------|-----------------------------|
| a) Do all cheques drawn for over NZ\$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:

29. 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

30. 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:

Partner Dishonesty Extension

31. Do you require cover to extend to your partner dishonesty?

Yes ☐ No ☐

Section 6 – Cyber Liability

32. Regarding written requests to change bank details, does the Insured have a written policy/procedure in place requiring authentication by callback using a telephone number held on file for the individual or entity requesting the change? Yes ☐ No ☐

If you have answered 'No', please note that Cyber Deception cover (insuring Clause 1.6) will be removed

Important Note: For Cyber Liability

It is a condition precedent to liability under this Policy that throughout the period of the policy the following statements that you provided to us as part of the application process remain true. In the event that you become aware that any of the statements below are no longer accurate you must notify us in writing as soon as practicable and we reserve the right to amend the terms, conditions or premium of the Policy:

1. Your last completed financial years annual turnover including that of your Subsidiaries did not exceed NZD 30,000,000; and
2. Your business activities, including that of your Subsidiaries, do not include the following: Abortion clinics, Adult entertainment, Adult services (escort services, prostitution), Crypto assets, Gambling, Games development, Information technology hosting services, Multiple ticketing platforms, Nuclear or similar power utilities, Online dating services, Paramilitary organisations, Payment processor, Real time trading systems, Social media platform, Software as a service (SaaS); and
3. You have a privacy policy in place governing your collection of private data and/or Personal Information in accordance with the *Privacy Act 2020* (NZ); and
4. You have anti-malware software installed and enabled on all endpoint devices such as desktops,

laptops and servers (excluding database servers) and it is updated at least daily; and

5. You, or your IT outsourced service provider, have a patch management policy in place that enables you to implement critical patches within 30 days; and
6. You have a firewall installed on all external gateways, automatic system updates switched on and active; and
7. You or your cloud hosting provider, back-up your critical data at least once per month and store these back-ups in a location that is separate from your physical premises e.g. segregated from your network. You have also tested your backup recovery and can recover all your business critical data and systems within ten (10) days; and
8. You have implemented multi-factor authentication (MFA) for all users with remote access (such as Remote Access Protocol and Office 365) to the Computer Network; and
9. You have not suffered any claim, loss or penalties/fines levied against you in the last five (5) years, in relation to the insurance that this Policy relates to; and
10. You are not aware of any circumstances or complaints against you in relation to data protection or security, or any actual security violations or security breaches either currently or in the past five (5) years.

Section 7 – Claims History

33. Have any claims for the type of insurance requested in this proposal ever been made against the Insured or have any circumstances ever occurred which would have resulted in a claim under the proposed insurance had the policy been in force in the last 5 years? Yes ☐ No ☐

If 'Yes', please provide full details for each matter in a separate attachment including the date notified, the name of the insurer, details of the allegations, details of the amounts claimed, details of any amounts paid and the current status of the claim.

34. Has the Insured been subject to any regulatory investigations, disciplinary action, or prosecuted in relation to any actual or alleged breach of legislation? Yes ☐ No ☐

If 'Yes', please provide full details in a separate attachment.

35. Are there any claims, investigations and/or enforcement actions currently pending against the Insured, or is the Insured aware, after enquiry, of any circumstances that could give rise to a claim, investigation and/or enforcement action under the proposed insurance? Yes ☐ No ☐

If 'Yes', please provide full details for each matter in a separate attachment including the name of the claimant or potential claimant, a description of the allegations and an estimate of the amount of potential liability.

Declaration

On behalf of all proposed Applicants

I/We declare and agree that we understand our duty of fair presentation of the risk and that all information provided in this proposal or attachments is true and substantially correct in every respect and that every material circumstance I/We know, or ought to know, has been fully and accurately disclosed to Agile Insurance Group NZ Limited which constitute a fair presentation of the risk for which insurance is sought.

I/We agree that this declaration shall be the basis of and incorporated in the insurance contract and that the insurance contract may be avoided (in certain circumstances and amongst other things) if there is a breach of the duty of fair presentation of risk.

I/We undertake to inform Agile Insurance Group NZ Limited of any material alteration to the above information whether occurring before or after the inception of this insurance contract.

I/We understand that:

- I/We am/are obliged to advise Agile Insurance Group NZ Limited of any information which is material to its consideration of this application. This information includes all information I/We know (or ought to know), following a reasonable search of information and reasonable enquiries within the business, which could influence the judgement of Agile Insurance Group NZ Limited in deciding whether or not to accept this application and (if accepted) on what terms, including cost and otherwise.
- Failure to provide this information may result in Agile Insurance Group NZ Limited refusing to provide the insurance.
- I/We have certain rights of access to and correction of this information in accordance with the policy terms and conditions and Agile's privacy policy.

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.