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Partnership Protection Plan  
Insurance Proposal

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# Profession Guard

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## Partnership Protection Plan Insurance Proposal

### Important Notice

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#### Claims-Made Insurance

This policy is issued by American Home Assurance Company on a claims-made basis. This means that this policy only covers Claims (as defined) first made against you during the Policy Period (as defined) and notified to the insurer in writing during the Policy Period. This policy does not provide cover for any Claims made against you during the Policy Period if at any time prior to the commencement of the Policy Period you became aware of facts which might give rise to those Claims being made against you.

Section 40(3) of the Insurance Contracts Act 1984 provides that where you gave notice in writing to the insurer of facts that might give rise to a Claim against you as soon as was reasonably practicable after you became aware of those facts but during the Policy Period, the insurer cannot refuse to pay a Claim which arises out of those facts, when made, because it was made after the Policy Period had expired.

#### Your Duty of Disclosure

Section 21 of the Insurance Contracts Act 1984 provides that before you enter into a contract of general insurance with an insurer, you have a duty to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, upon what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

However, your duty of disclosure does not require you to disclose matters:

- that diminish the risk to be undertaken by the insurer;
- that are of common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know;
- as to which compliance with your duty is waived by the insurer.

This duty of disclosure continues after the proposal form has been completed up until the Policy Period commences.

#### Consequences of 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.

## Details of the Proposer

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1. Name of the Firm: .....
2. Principal Address of the Firm: .....  
.....  
.....
3. List any Service/Administration Companies to be covered under this policy:  
.....  
.....  
.....
4. (a) Does the Firm hold a registration pursuant to A New Tax System (Goods and Services Tax) Act 1999?  Yes  No  
If "Yes", what is the registration number? .....
- (b) Does the Firm intend to claim an input tax credit for the policy premium?  Yes  No  
If "Yes", to what extent is an input tax credit being claimed by any and which Insureds?  
.....
- (c) Does the Firm hold a Dunn & Bradstreet Numbers?  Yes  No  
If "Yes", what is the Dunn & Bradstreet number? .....
5. How long has the Firm continually carried on business? .....
6. Please state:
- (a) Total Number of Partners: .....
- (b) Total Number of Qualified Staff (excluding Partners): .....
- (c) Total Number of Other Staff: .....
7. Please state the Firm's Total Income/Fees for:
- (a) The last 12 months: \$.....
- (b) The 12 months prior to that: \$.....
- (c) The next 12 months: \$.....
8. Does the Firm have any assets or business activities in the United States of America or Canada?  
If "Yes", please attach details.  Yes  No

## Employment Practices Information

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9. Does the Firm have a Code of Ethics or similar document outlining the expected standards of professional behaviour by partners and employees including the penalties or disciplinary action that would be taken in the event of a breach of these guidelines?  Yes  No

10. (a) Does the Firm have a central Human Resources Department performing a function for all of the Firm's offices?  Yes  No

(b) If "Yes", how many Employees are there in this Department?

(c) If "No", how is the function handled and by how many Employees?

.....

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11. Does the Firm employ Employees under a written contract of employment?  Yes  No

If "Yes", what percentage of Employees are employed under a written contract of employment?

.....%

Please attach a copy of the Company's standard contract of employment.

12. (a) Does the Firm have a written Human Resources Manual or equivalent written management Guidelines?  Yes  No

If "Yes", are all management and supervisory Employees:

(b) provided with a copy of the Manual?  Yes  No

(c) provided with training in the proper implementation of the policies and procedures in the Manual/Guidelines?  Yes  No

(d) Does the Manual specify a policy or procedure with respect to the following events:

Termination of Employment  Yes  No

Redundancy and Early Retirement  Yes  No

Advertising in Respect of Employment  Yes  No

Making Offers of Employment  Yes  No

Entering into Contracts of Employment  Yes  No

Confidential Treatment of Applicant and Employee Information  Yes  No

Discrimination  Yes  No

Sexual Harassment  Yes  No

Employee Appraisals and Reviews  Yes  No

Employee Disciplinary Actions  Yes  No

Employee Out-placement Services  Yes  No

Industrial Action and Responses to Industrial Action  Yes  No

Please attach a copy of the Human Resources Manual/Guidelines.

13. Please tick the box if decisions regarding the above events are always subject to prior review by the Company's Human Resources Department, Internal Legal Department or External Legal Advisor.

Individual decisions regarding these events are always reviewed by:

	Human Resources	Internal Legal	External Legal
Termination of Employment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Redundancy and Early Retirement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Advertising in Respect of Employment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Making Offers of Employment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Entering into Contracts of Employment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Confidential Treatment of Applicant and Employee Information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Discrimination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sexual Harassment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workplace Harassment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Appraisal and Reviews	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Disciplinary Actions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Out-placement Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Industrial Action and Responses to Industrial Action	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

14. Does the Firm have an Employee Handbook which is distributed to all Employees?  Yes  No

If "Yes" (a) does it specify a complaints procedure available to all Employees?  Yes  No

(b) does the procedure enable Employees to bypass their immediate supervisor/manager to pursue a complaint?  Yes  No

15. Has the Firm formally implemented and adopted written policies for the following:

(a) anti-sexual harassment  Yes  No

(b) anti-discrimination  Yes  No

(c) equal opportunity employment  Yes  No

(d) privacy  Yes  No

16. How many partners and employees have resigned, been terminated or have taken early retirement within the last 24 months?

Partners: .....

Employees: .....

17. Is the Firm currently undergoing or contemplating undergoing, during the next 12 months, any employee layoffs or early retirement (including those resulting from any type of partnership restructuring or office closure)?

If "Yes", please give details.  Yes  No

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## Outside Directorships

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18. Do any partners or employees of the Firm hold (at specific written request of the Firm) any Board positions with any entities unrelated to the Firm for the purpose of representing the Firm's interests?  Yes  No

If "Yes", and you would like this policy to provide cover for those board positions, please complete the Schedule of Outside Directorships attached to this proposal.

Note:

- (i) An Insolvency Exclusion will apply to any cover we agree to provide for an Outside Directorship. We will consider removing this Exclusion if we are provided with recent audited financial statements for the Outside Entity.
- (ii) If we agree to provide cover for an Outside Directorship, the cover will apply in excess of any indemnity from the Outside Entity and in excess of any cover provided under the Outside Entity's insurance policies.
19. Does the Firm have written guidelines or procedures governing the appointment of partners and employees to the Boards of unrelated entities?  Yes  No

## Insurance Details

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20. Please state the following details about the Firm's Professional Indemnity Insurance;

- (a) Name of Insurer: .....
- (b) Policy Number: .....
- (c) Limit of Liability: .....

## Claims Information

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Inquiries should be made of all relevant partners and employees before the following questions are answered.

21. Are there now or has there been in the last 5 years any claims made against the proposing Insureds alleging;
- (a) professional misconduct?  Yes  No
- (b) an Employment Practice Breach including but not limited to unfair dismissal, discrimination or sexual harassment?  Yes  No
- (c) a Wrongful Act in their capacity as a director or officer of any company?

If "Yes", please provide details by attachment.

22. Are any of the proposing Insureds aware of any facts which might give rise to a claim being made against them for;
- (a) professional misconduct?  Yes  No
- (b) an Employment Practice Breach including but not limited to unfair dismissal, discrimination or sexual harassment?  Yes  No
- (c) a Wrongful Act in their capacity as a director or officer of any company?  Yes  No

If "Yes", please provide details by attachment.

## Stamp Duty Split

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23. For the purpose of calculating Stamp Duty please advise the number of employees as follows:

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas

ONCE YOU HAVE COMPLETED THE QUESTIONS ABOVE PLEASE SIGN AND DATE THE PROPOSAL AT THE DECLARATION BELOW. SIGNING THIS PROPOSAL DOES NOT BIND THE PROPOSER OR THE INSURER TO COMPLETE THIS INSURANCE.

## Declaration

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We declare that the statements and particulars in this proposal are true and that no material facts have been misstated or suppressed after enquiry. We agree that should any of the information given by us alter between the date of this proposal and the inception date of the insurance to which this proposal relates, we will give immediate notice thereof to the insurer.

We acknowledge receipt of the "Important Notice" contained in this proposal and that we have read and understood the content of that Notice.

(To be signed by a Senior Partner or Business Manager on behalf of the proposing Insureds)

Name: .....

Title: .....

Signature: .....

Date: .....



American Home Assurance Company  
ABN 67 007 483 267  
(Incorporated with limited liability in the USA)  
A Member of American International Group, Inc

## Schedule of Outside Directorships

Name of Outside Entity	Does the Outside Entity provide an Indemnity for the Outside Director(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No	Does the Outside Entity have current D&O Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No	Who is the D&O Insurer?	What is the D&O Policy Limit?	What is the D&O Policy Number?





