Professional Indemnity Insurance Proposal Form

Built Environment

Please read the following before completing the Proposal Form

The needs analysis in respect of the insurance for which you are applying is in respect of Professional Indemnity Insurance only and should additional advice be required for any other short term insurance exposure please advise us so that we can arrange for a consultant to contact you.	
General Proposal Form Information	
This proposal form has been compiled in such a manner as to provide Insurers with as much detail as possible with regard to evaluation of the insurance requirements. Completion of the form does not bind the Proposer or Insurers to complete the insurance transaction.	
a.	The contract of insurance can only be finalised once we are in receipt of the fully completed proposal form together with your acceptance of quotation and payment of the premium.
b.	The proposal form must be completed in full as inaccuracies and incomplete information could impact on the premium and impair the cover.
c.	The Declaration must be signed.
d.	Any new /additional entity being formed or any material changes made to the Firm which could impact on the cover provided must immediately be advised to Aon on behalf of Insurers as cover will not be automatically granted.
e.	Please note: where work is undertaken in countries subject to prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, the policy will not respond to claims where the indemnity, claim payment or provision of such benefit rests contrary to the prohibitions/restrictions/sanctions imposed in those particular regions. Please discuss with your broker if you have any concerns.
f.	I/we have read and agree to be bound by Aon's Terms of Business Agreement ("TOBA") as amended from time to time and expressly agree that it forms an integral part of my agreement with Aon. The TOBA is available on www.aon.co.za
When Insurers look at this Proposal Form they are forming an opinion of your Firm. This Proposal Form has been designed to capture as much information as possible concerning the business of a multi-disciplinary Firm but the questions may not exactly fit the profile of your Firm. In such cases please provide additional information by attaching appendices to the Proposal Form. If the space available to answer the questions is insufficient, please use appendices rather than summarising the information. It can be of assistance if brochures and other similar promotional material can be submitted with the Proposal Form. Insurers would be interested in receiving examples of any standard terms of Engagement/Conditions of Contract which seek to limit your liability under contract.	

1.	**Name of Practice:**				
		(Please ensure exact registered name as per company documents)			
2.	**VAT Number:**				
3.	**Legal Constitution:**	☐	Sole Practice	☐	Partnership
		☐	Incorporated Company	☐	Close Corporation
		☐	(Pty) Ltd		
		☐	Other:		
	If “Other" please give full details/ attach company registration documents. If “sole practitioner”, please give details of arrangements for conduct of practice in leave of absence of Principal, etc.				
	Company Registration No.:				
	ID Number if Sole Proprietary:				
4.	**Contact Information:**				
	Physical Address:				
	Postal Address:				
	Telephone:				
	Fax:				
	Cell phone				
	E-mail				
	Website				
	Subsidiary Offices (if any):				
5.	**Date Established -** Initially				
	As presently constituted:				
6.	Memberships of any Association / Institute / Council or other Professional Body?				Select
	If Yes, please list.				

7.	**Names & Qualifications of Principals**			
	The onus rests on the Insured to warrant that they are fully qualified and registered with the relevant Industry, Body or Association in terms of Legislation as applicable. "Principals" should be interpreted as meaning partners in the case of a Partnership, and Directors in the case of a Company.			
	Name	**Qualifications and Institution**	**Date Qualified**	**How Long Principal In This practice**
	If insufficient space please attach a separate list.			
	Please state number of employees			
8.	**Disciplines in which engaged**			
8.1	Complete Appendix A: Full details should be given of any activity undertaken by the applicant and specify the percentage of gross annual fees attributable to each discipline applicable.			
8.2	Give a description of Business Activities:			
8.3	Please state the 3 largest Contracts during past 5 years: *(Starting Date - Type of Contract - Total Contract Value - Approx. Completion Date)*			
	1.			
	2.			
	3.			
8.4	Are you involved in any new techniques which may involve new processes or designs, e.g., Building			
	Green Construction/ Eco friendly?			Select
	If so, have these methods been tried and tested?			Select
	If "No" please explain fully.			
8.5	**Environmental Consultants only:**			
	Does your Firm provide reports/advice on the effects and/of existence of contaminated land, buildings			
	and structures in order to determine the potential for acquisition, development or valuation?			Select

	If **Yes**, please state the percentage split of:	
	a) Desk top studies involving study of historical ordinance survey maps, topographical, geological and hydrological maps and enquiries of statutory authorities, publicly available reports and photographs.	%
	b) Report and advise regarding specialist investigation but no specialist investigation undertaken by or on behalf of the Firm	%
	c) Report and advise regarding specialist investigation where such is undertaken by or on behalf of the Firm.	%

Please confirm whether or not you have been or are presently undertaking contracts in any of the following specific areas by ticking the appropriate box and if so give details.

√	Specific Area	Scope of Work
☐	Air Pollution	
☐	Noise Pollution	
☐	Waste Pollution	
☐	Waste Treatment/Disposal	
☐	Waste Management	
☐	Contaminated Land including removal of underground storage tanks	
☐	Land Fill Reclamation and design	
☐	Chemicals/Hazardous substances	
☐	Environmental Assessments	
☐	EIS/EIA/EMAS Preparation	
☐	Other	

9. Professional / Business Relationships

9.1 **Joint Appointments / Engagement of Consultants**

Is it your normal procedure to ensure wherever possible:

a) that your associates in a joint appointment maintain adequate insurance?

b) that when independent or specialised services are required they are appointed and paid directly by your client?

If any answer is "NO" please explain fully.

9.2 Do you ensure that the sub-consultants you have appointed have their own Professional Indemnity Insurance?

9.3	Do you carry out work under a written contract signed by every client?	Select
9.4	Do you limit your liability, e.g. two or three times your fees?	Select
9.5	Do you limit the period for which you will be held responsible after project completion?	Select
10.	**Jurisdiction of Work**	
	Does this Practice Undertake any work whatsoever in territories other than the Republic of South Africa? If "YES" please answer further questions hereunder on Appendix A.	Select
11.	**Construction Activity**	
11.1	Are you involved in any process of manufacture, construction, alteration, repair, installation or sale or supply of products, other than in a pure consultancy capacity as described above?	Select
	If YES, please supply full details.	
11.2	Does the Practice undertake non-professional work usually performed by a Contractor?	
	If yes, please give details. (The purpose of this question is to establish whether the practice requires other insurances.)	
11.3	Does the practice appoint contractors directly or form JV's/Consortia with Contractors? If yes, please give details	
11.4	Does the practice ensure that contractors carry the relevant All Risks Insurance When appointed by your firm directly?	Select
12.	**Quality Management System (QMS)**	
	Does the Practice have any form of formal QMS in place?	Select
	If yes, please give details.	
13.	**Claims**	
13.1	Have any claims/incidents/circumstances for professional negligence been made against the Practice or its present or past principals during the past 5 years (including ALL claims already or previously notified to your broker/insurer and those that have not been notified)?	Select
13.2	Are any of the Principals or employees, after enquiry, aware of any claims/incidents/circumstances which may give rise to a claim against this Practice or its predecessors in business or any of the present or former Principals	Select
	If the answer to either question is "**YES**" please give full details. Kindly attach a separate list with detail.	Select

14.	**Professional Indemnity Insurance History**	
14.1	Has any Insurer:	Select
	(a) Declined a proposal or renewal for this Practice or any Principal?	Select
	(b) Required an increased premium or imposed special terms?	Select
	(c) Cancelled an Insurance policy?	Select
	If any answer is "YES" please give full details	
14.2	If you are a new client to Aon, has this Practice previously been insured for Professional Indemnity?	Select
	a) If “NO”, do you require Retro-Active Cover?	Select
	If Retro-active cover is required, for what period:	
	☐ 1 Year ☐ 2 Years ☐ 3 Years	
	b) If "YES" please provide details of cover AND attach expiring schedule*: -	
	1. Name of Insurers :	
	2. Indemnity Limit :	
	3. Deductible / Excess :	
	4. Expiry date of coverage :	
	5. The Retro-active Date :	
	6. Is policy in “Run-off" and if so for what period? :	
	** Should you require Aon to provide you with a full comparison between your existing cover and the cover we are proposing, full policy documentation of your expiring policy must be provided.*	
15.	**Income Declaration** (All remuneration (ex VAT) for work undertaken.)	
	Please note: - Remuneration includes salaries reimbursed by third parties. - Travelling and accommodation disbursements should be excluded.	
	*Fees earned on projects where your Client/JV (Consortium) takes out a single project or principal control policy to cover you should be separately declared under “Single Project Policy Fees” below. **Fees paid to Sub-consultants should be separately declared from Firms fees below.	
	Are your fees based on normal accepted professional scales	Select
	If no, what percentage are your fees of professional scales?	%
	Your Financial Year-end is: (DD/MM)	
	In view of your *Legal Constitution*, is your annual turnover or asset value LESS than R2,000,000.	Select
	(if yes, please refer to Appendix B attached to this proposal form)	

	a. Previous Financial Year (Actual) Date:			(DD/MM/YYY)
	Firms Domestic Fees	=	R	
	Firms Foreign Fees	=	R	
	Single Project Policy Fees*	=	**R**	
	Fees Paid to Sub-consultants**	=	**R**	
	Total Fees	=	**R**	
	b. Current Financial Year (Estimate) Date:			(DD/MM/YYY)
	Firms Domestic Fees	=	R	
	Firms Foreign Fees	=	R	
	Single Project Policy Fees*	=	**R**	
	Fees Paid to Sub-consultants**	=	**R**	
	Total Fees	=	**R**	
	c. Future Financial Year (Estimate) Date:			(DD/MM/YYY)
	Firms Domestic Fees	=	R	
	Firms Foreign Fees	=	R	
	Single Project Policy Fees*	=	**R**	
	Fees Paid to Sub-consultants**	=	**R**	
	Total Fees	=	**R**	
16.	**Quotations Required:**			
	(Note that the minimum Indemnity limit available is R1,000,000 and the deductible/excess is determined as 1% of the past actual fees, with a varying minimum applicable depending upon your discipline – these will be set out for you in your quotation)			
	We can provide variable options on Limits of Indemnity, as well as Deductibles:			
	Limit of Indemnity options required:			
	R		**R**	**R**
	Deductible options required:			
	R		**R**	**R**
	In deciding which Limit of Indemnity to select consideration should be given to factors affecting your risk profile. These factors include: - the nature and complexity of work undertaken; contractually agreed limitations of liability (if any); the requirements of your clients; exposure to third party claims; and affordability.			

Important Notice

Claims Made Basis:	
All professional indemnity policies are underwritten on a "Claims Made" basis. This means that:	
1.	In order for a claim to qualify for Indemnity a policy must be in force when the claim is first made against the Insured. In terms of the policy conditions you are obliged to notify insurers as soon as you become aware of any circumstance which may lead to a claim. Any actual claim which then materialises would be deemed to be a claim under the policy which was in force at the time when the circumstance was first notified.
2.	The cause of action giving rise to the claim must either be on or after the retroactive date shown in the Schedule of the policy.
3.	If the policy has lapsed there will be no cover notwithstanding the fact that the policy may have been in force at the time of the cause of action arose giving rise to the claim. It is therefore important to renew the policy annually. If the practice ceases it is recommended that run-off cover be taken for a minimum of three years.
4.	The policy is an annual policy and will run for a period of 12 months from inception / renewal.

Retroactive Date
Claims first made against the insured arising from work performed on or after the retroactive date as it appears on the schedule of insurance will be indemnified in terms of the policy. This date is normally fixed as being the date on which the cover was first taken and would remain unaltered for the purposes of subsequent renewals. When cover is first taken, additional retroactive cover may be offered by insurers subject to certain conditions and premium loadings.
This form should be completed and returned to Aon prior to renewal date. If this form, duly completed, is not received by Aon south Africa, and renewal terms accepted prior to renewal date, no cover will be in place after expiry of your current policy.

Other Aon Services:		
a.	**Commercial Insurance**: Aon Business Select (ABS) is a complete insurance solution to cater for your your specific business insurance needs. We work with you to identify your business risks and understand the complexity of your organisation to design creative, personalised insurance solutions to cover your business assets, motor vehicle, loss of revenue, electronic equipment, and liability among other things. Can Aon commercial insurance division contact you to provide a quote for your commercial insurance?	Select
b.	**Personal Insurance**: Can Aon contact you with regards to a group scheme or personal lines policy quote?	Select
c.	**Directors' & Officers' Liability Insurance**: In view of the New Companies Act we would recommend this cover. Should you wish to consider this option please advise and we will forward your information to the correct division.	Select

	(If YES, we will send you an alternative proposal form for completion)

Declaration

I declare that the statements and particulars on this proposal are true and that I have not mis-stated or suppressed any material facts. I agree that this proposal, together with any other information supplied by me shall form the basis of any Contract of Insurance effected thereon. I undertake to inform Insurers of any material alteration to these facts occurring before completion of the Contract of Insurance, or during the subsistence of such contract.

I agree to be bound by Aon's Terms of Business Agreement ("TOBA") as amended from time to time and expressly agree that it forms an integral part of my agreement with Aon.

Date : _____

Signed : _____

Name (print) : _____

Capacity : _____

Company name : _____

Note : This declaration must be signed by a principal of the practice. Signature of the Proposal Form does not bind the Proposer or the Insurers to complete the insurance.

NB. If this proposal is being completed for the renewal of an existing policy, please remember cover lapses automatically at midnight on the last day of your expiring policy, unless a written extension not longer than 30 days is requested and has been granted from underwriters or renewal terms have been accepted.

POPIA Disclaimer

The information contained here-in and the statements expressed should not be considered or construed as insurance broking advice and are of a general nature. The information is not intended to address the circumstances of any particular individual or entity. Accordingly, the information contained herein is provided with the understanding that Aon, its employees and related entities are not rendering insurance broking advice. As such, this should not be used as a substitute for consultation with an Aon Broker or Consultant.

Although we endeavour to provide accurate and current information and we use sources we consider reliable, Aon does not warrant, represent or guarantee the accuracy, adequacy, completeness or fitness for any purpose of the information and can accept no liability for any loss incurred in any way by any person who may rely on it. You should not act on such information without appropriate professional advice after a thorough examination of the particular situation. Aon reserves the right to change the content of this document at any time without prior notice.

Descriptions, summaries or highlights of coverage do not amend, alter or modify the actual terms or conditions of any insurance policy. Coverage is governed only by the terms and conditions of the relevant policy. This document has been compiled using information available to us at date of publication. For further information on our capabilities and to learn how we empower results for clients, please visit: www.aon.co.za or www.aon.com

Protection of Personal Information Act 4 of 2013 (POPIA)

Aon adheres to applicable data protection laws. For more information on how we process your personal information please refer to our Privacy Notice or a hard copy will be provided to you on request.

Terms of Business

Aon's Terms of Business set out the legal terms and conditions relating to the business relationship between Aon and its clients and takes effect when we provide services to you or place insurance on your behalf.

Appendix A

Complete for Question 8.1:

Full details should be given of any activity undertaken by the applicant and specify the **percentage of gross annual fees attributable to each discipline** applicable.

The percentage per broad category (e.g. Civil, Structural) is required which must total to 100%, then please provide an indication within those broad categories of the specific activities listed.

√	DISCIPLINE	CATEGORY SPLIT (%)
☐	**ARCHITECTURE**	_____%
☐	**TOWN PLANNING**	_____%
☐	**LANDSCAPING**	_____%
☐	**INTERIOR DESIGN**	_____%
☐	**LAND SURVEYOR**	_____%
☐	**QUANTITY SURVEYING**	_____%
☐	**CONSTRUCTION MANAGEMENT:** Please specify if you are involved in a supervisory capacity or whether you are physically involved in Construction	_____%
	☐ **Supervisory capacity only**	_____%
	☐ **Physically undertaking construction**	_____%
	PROJECT MANAGEMENT (please complete checklist hereunder)	_____%
☐	**FACILITIES MANAGEMENT**	_____%
☐	**PRINCIPAL/ EMPLOYERS AGENT**	_____%
☐	**ACOUSTIC ENGINEERING**	_____%
☐	**AGRICULTURAL ENGINEERING**	_____%
☐	**AVIATION ENGINEERING (provide detail)**	_____%
☐	**CHEMICAL / PETROCHEMICAL ENGINEERING (provide detail)**	_____%
☐	**CIVIL ENGINEERING**	_____%
	☐ Roads paving and associated drainage	
	☐ Water and sewerage reticulation/ pipelines, pumping systems	
	☐ Water and wastewater treatment systems	
	☐ Water and wastewater treatment systems	
	☐ Transportation systems / traffic reports	
	☐ Canals, irrigation, river protection, marinas	
	☐ Marine and harbour works, beach protection	
	☐ Geotechnical investigations for civil engineering works	
	☐ Stormwater drainage	
	☐ Bulk earthworks / terracing	
	☐ Solid waste management	
	☐ Other (Specify: _____)	_____%

☐	**DRAUGHTSMEN**	_____%
☐	**ENVIRONMENTAL ENGINEERING**	_____%
☐	Air Pollution	
☐	Noise Pollution	
☐	Waste Pollution	
☐	Waste Management / Treatment / Disposal	
☐	Contaminated Land incl. removal of underground storage tanks	
☐	Land fill reclamation and design	
☐	Chemicals / Hazardous substances	
☐	Environmental Assessments	
☐	EIA / EIS / EMAS Assessments	
☐	Other (Specify: _____)	
☐	**FIRE PROTECTION ENGINEERING**	_____%
☐	**GEOTECHNICAL**	_____%
☐	**HEALTH & SAFETY AGENT**	_____%
☐	**HYDRAULIC / LIFTS**	_____%
☐	**INDUSTRIAL ENGINEERING**	_____%
☐	**LABORATORY TESTING**	_____%
☐	**MARINE ENGINEERING (provide detail)**	_____%
☐	**MECHANICAL / ELECTRICAL ENGINEERING**	_____%
☐	Heating, ventilation, air-conditioning, refrigeration	_____%
☐	Other building services (water, drainage, firefighting, lifts, lights)	_____%
☐	Electronics and instrumentation	_____%
☐	Industrial equipment (cranes, material handling, etc.)	_____%
☐	Power distribution systems / electrical reticulation	_____%
☐	Other (Specify: _____)	_____%
☐	**MINING ENGINEERING**	_____%
☐	Underground structures / tunnelling	
☐	Above surface structures related to mining	
☐	Mechanical and electrical mining equipment	
☐	Tailings	
☐	Other (Specify: _____)	
☐	**NUCLEAR & ATOMIC ENGINEERING (provide details)**	_____%
☐	**OIL RIGS**	_____%
☐	**PROCESS ENGINEERING**	_____%
☐	**SOIL / LAB ANALYSIS**	_____%
☐	**STRUCTURAL ENGINEERING**	_____%
☐	Bridges	
☐	Building design	

☐	Building/Structural Survey	
☐	Commercial and office buildings / shopping complexes / hotels	
☐	Dams, Weirs and related works	
☐	Foundations and geotechnical investigations for structures	
☐	High Rise Buildings (over 5 storey's)	
☐	Hospitals	
☐	Housing and apartment buildings	
☐	Industrial Buildings & Facilities	
☐	Marine and harbour works, beach erosion	
☐	Other (Specify: _____)	
☐	Public, academic and other buildings including sports complexes	
☐	Reservoirs	
☐	Retaining walls	
☐	Silos	
☐	Steel detailing	
☐	Swimming pools	
☐	Tunnels	
☐	Other (Specify: _____)	
☐	**TRAFFIC ENGINEERING**	_____%
☐	**DISPUTE RESOLUTION / EXPERT WITNESS**	_____%
☐	**WATER & WASTEWATER TREATMENT**	_____%
☐	**FEASIBILITY STUDIES**	_____%
☐	**QUALITY ASSURANCE / QUALITY CONTROL SYSTEMS**	_____%
☐	Civil/Structural Application	
☐	Commercial Application	
☐	Industrial Application	
☐	**SUPERVISION (DESIGN, SITE AND CONSTRUCTION)**	_____%
☐	**ARE THERE ANY OTHER ACTIVITIES YOU UNDERTAKE NOT LISTED ABOVE THAT YOU REQUIRE COVER FOR? (Please specify)**	_____%
		100%

Project Management Checklist:

Please CIRCLE the appropriate

Feasibility studies (general)	Select
Road routing design and feasibility	Select
Cost estimates	Select
Cash flow forecasts	Select
Geotechnical services	Select
Design criteria	Select
Working drawings	Select
Flowsheets	Select
Drafting of contract condition	Select
Quantity estimates	Select
Instructions to tenderers	Select
Tender adjudication / recommendation	Select
Approval of detailed design	Select
Co-ordination	Select
Expediting	Select
Quality control / assurance	Select
Arranging site insurances	Select
Supervision of installation / construction	Select
Measurement	Select
Authorization of progress payments	Select
Administration of retention fund	Select
Supervision of commissioning	Select
Certifying practical completion	Select
Certifying final completion	Select
Issuing variation orders	Select
Settling contractual claims	Select
Certifying final payment	Select
Clearing, forwarding and customs clearance duties	Select
Others (please specify)	Select

Complete for Question 10:	
10.1	*In or* List all countries in which work is undertaken outside of RSA
	Please Note: where work is undertaken in countries subject to prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, the policy will not respond to claims where the indemnity, claim payment or provision of such benefit rests contrary to the prohibitions / restrictions / sanctions imposed in those particular regions. Please discuss with your broker if you have any concerns.
10.2	Where work is undertaken in any of the following:
	• in USA/Canada (or any other countries/states governed by their laws); • under a contract which has a USA/Canada jurisdiction; or • your client is based in the USA/Canada, provide the following information:
	10.2.1 What percentage of your fees are attributable to these activities? %
	10.2.2 Do you have physical offices in these territories? Select
	If yes: -
	i. Under who's Management and Control are these offices?
	ii. Is there any foreign shareholding in these offices and if so what percentage? Select
	%
	iii. Do you give any advice relating to the Laws/Regulations of these Countries? Select
	10.2.3 Does the company or any partner, director, principal etc. own any assets in U.S.A/Canada? Select
	If yes, please provide full details:

Appendix B

Premium Payment Grace Period

1. The Annual Premium shall be payable in advance to Insurers
2. In the event of the Insurers not receiving the payment, this insurance shall continue in force for a period of 30 days (Grace Period) to allow for payment. In the event that payment is not received within this period, this insurance shall be deemed to have been cancelled from inception.
3. Reinstatement of this insurance shall be at the sole discretion of the Insurers.
4. In the event of notification of any claim or notification of circumstances during the Period of Insurance that may lead to a claim when premium remains unpaid after the Grace Period, Insurers reserve the right to cease all activity on such claim or circumstance and any outstanding matters will then become the responsibility of the Insured. Should payments have been made by Insurers on any claims then such payments may be reclaimed from the Insured.
5. Subject otherwise to the terms, Exclusions, Conditions and limitations of the Policy.

Appendix C

Tailings Activities

Only applicable if the company is involved in tailings activities:

Number of dams that the company is responsible for

How regularly is a survey/report done on each individual dam?

Details specific to each dam

- *How old the dam*
- *what technology and methodology is used?*
- *Who designed the dam*
- *What their experience in tailings?*
- *Closest human towns / village to the dam – downstream*
- *How often is the dam checked for stability*
- *How much is spent annually on checking and maintaining the dams*
- *Who checks / maintains / oversees the dams*
- *Please provide their expertise and experience*
- *What is done when problems are identified?*

- **Please attach the survey / report / certificate from engineer certifying that the dam is in a good condition.**

Cooling Off Rights

The Insured enjoys a period of 14 (Fourteen) days ('cooling-off period') from receipt of this Policy document following the inception date of the insurance agreement or from the effective date of any variation thereof, during which the Insured may rescind the agreement and provided that the Insured has not claimed any benefit, is not in receipt of a claim made against the Insured or reported any claim to the Insurer, the insurance agreement is annulled and the Insured will be entitled to a pro-rata refund of Premium paid.