Professional Indemnity Insurance Proposal Form

Miscellaneous Activities

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.	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.
f.	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 Aon broker if you have any concerns.
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 firm or company** (also include list of subsidiaries if cover is required):			
2.	Address (Including addresses of branches):			
	Telephone Number:			
	Telephone:			
	Fax:			
	Cell phone:			
	E-mail:			
	Website:			
	VAT Registration Number:			
	Date when first established:			
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.	**Names of all Directors / Partners / Principals**	**Qualification**	**Year Obtained**	**How long a Director / Partner / Principal of This firm or company**

Please Attach CV For Each Director / Partner / Principal

5.	If sole director or principal, please answer the following:	
	a) Is this a part-time occupation?	Select
	If YES, please give brief details of present full-time occupation	
	b) Are your full-time employers aware of these activities?	Select
6.	Are you connected or associated (financially or otherwise) with any other firm, company or	Select
	organisation?	
	If YES, please give full details.	
7.	a) Do you participate in any JV/consortium or group practice or engaged in any single project partnership?	
	If yes, please give the names of other members / partners and their capacities in the	Select
	consortium / partnership.	
	Full information will be required.	
	Please note: Special arrangements must be made with Underwriters if coverage is required for work done whilst a member of the consortium/JV. In such cases, a copy of the consortium agreement will be required.	
	b) Do you ensure that your sub-contractors/sub-consultants have their own professional indemnity	
	insurance?	Select
8.	Please give total number of:	
	a) Partners / Directors / Principals	
	b) Qualified Staff	
	c) Other Staff (ex. Admin)	
	d) Administrative Staff (Typists etc)	
	e) Contract Hired Staff	
9.	a) Please provide a full description of all your business activities:	

	b) Please categorise the activities outlined below and indicate the approximate percentage of the gross fee income this represents.	
	Appendix 1	
	Category of activities	
		Percentage of Gross Fee Income
		100%
	c) Do you anticipate any major changes in these activities in the forthcoming 12 months?	Select
	Please supply full details.	
	d) 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.	
10.	**Construction Activity**	
	a) Does the Practice undertake non-professional work usually performed by a	Select
	Contractor? If yes, please give details. The purpose of this question is to establish	
	whether the practice requires other Insurances.	
	b) Does the practice appoint contractors directly or form JV's/Consortia with	Select
	Contractors? If yes, please give details:	
	c) Does the practice ensure that contractors carry the relevant All Risks Insurance	Select
	when appointed by your firm directly	

11.	Please give the amount of actual gross income/fees for the past financial year, and also an estimate for the current/future financial year (Excluding VAT and Disbursements & monies paid away to sub-consultants):			
	NB: Failure to provide accurate income figures could impair the coverage			
	Financial Year	**R.S.A. Fees**	**Overseas excluding USA/Canada Fees**	**USA/Canada Fees**
	Previous Financials (Actual) 20____			
	Current Financials (Estimate) 20____			
	Future Financials (Estimate) 20____			
	Please give the date of your financial year end:			
12.	Please state the 3 largest Contracts during past 5 years:			
	Starting Date	**Type of Contract**	**Total Contract Value**	**Approx. Completion Date**
	1.			
	2.			
	3.			
13.	Do you appoint any sub-contractors/sub-consultants?			Select
	If YES, please give full details including:			
	a) Do you ensure sub-contractors/sub-consultants carry appropriate (including Professional Indemnity) insurance and for what limits?			Select
	b) What percentage of your fees are paid to sub-contractors/sub-consultants?			
	NOTE: Underwriters retain rights of recourse against sub-contractors/sub-consultants.			
14.	Have you previously been insured or are you currently insured?			Select
	If YES, please give:			
	a) Name of Insurers			
	b) Indemnity Limit		Excess:	
	c) Date of Expiry			
	If "NO", do you require Retro-Active Cover?			
	(Retro-Active cover – back cover - The date on or after which any claim made against the Insured will be indemnified in terms of the policy. This date is normally inception of the policy however retroactive cover may be purchased for up to 3 years at an additional premium.)			

	If Retro-active cover is required, for what period					
	a) 1 Year	☐	b) 2 Years	☐	c) 3 Years	☐
15.	**Claims**					
15.1	Have any claims / incidents/circumstances for professional negligence been made against the Practice or its present or past principals during the past 10 years?				Select	
15.2	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.					
	Have such matters been notified to current or previous Insurers?					
	Please provide full details					
16.	1. Do you use a standard form of contract, agreement or letter of appointment?				Select	
	If yes, please provide a copy					
	2. Do you ever contract with your clients and accept liability greater or equal to the value of the contract.				Select	
	3. Do you limit your liability to, for example, two or three times your fees?				Select	
	4. Do you limit the period for which you will be held responsible after the project has been completed?				Select	
	Indemnity limits / deductibles (excess) 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) and the requirements of your clients; exposure to third party claims." All Limits of Indemnity are costs inclusive.*					
17.	What Limit of Indemnity is required?				R	
18.	What Deductible are you prepared to carry uninsured?				R	
	(The deductible/excess is determined as 1% of the past actual fees)					

Claims Made:	
Annually renewable 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 have taken place 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 when 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.*
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.	
Other Aon services:	
a)	**Commercial Insurance**: Aon Business Select (ABS) is a complete insurance solution to cater for 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 Policy quote? 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 by 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.

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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.