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**Professional Indemnity Insurance
Application Form
Bas Agents/Bookkeepers &
Tax Agents**

Please read this section before you complete the Application.

IMPORTANT NOTICE TO ALL POLICY HOLDERS RELATING TO THIS APPLICATION

INSURANCE CONTRACT ACT 1984

We advise you of the following important matters in accordance with the provisions of the Insurance Contracts Act 1984:

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of General Insurance with any insurer, you have a duty under the Insurance Contracts Act 1984 to disclose to the insurer every matter that you know or could reasonably be expected to know that is relevant to the insurer's decision whether to accept the risk of the insurance and, if so on what terms.

You have the same duty to disclose matters to the insurer before you renew, extend, vary or reinstate your insurance.

Your duty however does not require disclosure of matters:

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

NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, they may also have the option of avoiding the contract from its beginning.

CORPORATIONS ACT 2001

PREMIUM PAYMENTS

Under the Corporations Act 2001, all premiums must be paid within certain time limits from inception of cover – not from date of statement.

If declarations for adjustable policies have not been completed a premium must be paid based on estimates. Premiums are required to be paid into a trust account. We are entitled to retain interest received from the trust account. Where the time limits are exceeded the Broker is required to inform the insurer of the non-payment in writing. The Insurer may take immediate action which may mean immediate cancellation of cover and the commencement of recovery action for 'time on risk' premiums. It is important that you observe all requests for payment within the period specified at the time of receiving your invoice/statements.

CANCELLATION FEES

If cover is cancelled before the expiry of the period of insurance, we will refund to you only the net return premium which we receive from the Insurer. We will not refund any part of the brokerage/commission we receive for arranging the cover.

FOS Ltd

Clients who are not fully satisfied with our service should contact our customer relations/complaints officer. PSB Insurance Brokers Pty Ltd also subscribe to the Financial Ombudsman Service (FOS Ltd), are free customer service, and the General Insurance Brokers Code of Practice. Further information is available from this office.

PRIVACY POLICY & FINANCIAL SERVICES GUIDE (FSG)

A copy of the Privacy Statement and Financial Services Guide (FSG) is available at our website (www.psbgroup.com.au). If you require us to send a copy of either of these documents, contact our Privacy & Compliance Officer during business hours on: Telephone: 03 8841-3300 or 1800 670 411, Fax: 03 9894 1115 or Mail PO Box 205 Blackburn Vic 3130. For access to personal information, we will/may require a form to be filled in and will indicate a cost charged and time for response to the request.

OTHER PARTIES' INTEREST

Your Insurance Contract only covers the interest in the property of the Named Insured. It does not automatically extend to cover the interest of any Third Party in such property. For your policy to respond appropriately, any Additional Interests must be notified against your policy.

HOLD HARMLESS

You are warned that should you become a party to any agreement that has the effect of excluding or limiting your Insurer's chance of recovery from a Third Party, your Insurers may have the right to refuse to indemnify you for such loss where it is shown that your insurer's rights of recovery have been prejudiced by your action.

CLAIMS MADE

This declaration is for a "claims made and notified" policy of insurance. This means that the policy covers you for claims made against you and notified to the insurer during the period of cover.

This policy does not provide cover in relation to:

- claims made after the expiry of the period of cover even though the event giving rise to the claim may have occurred during the period of cover;
- claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
- claims made, threatened or intimated against you prior to the commencement of the period of cover;
- facts or circumstances of which you first became aware prior to the period of cover, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this policy;
- claims arising out of circumstances noted on the proposal form for the current period of cover or on any previous proposal form.

Where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of cover, you may have rights under Section 40(3) of the Insurance Contracts Act 1984 to be indemnified in respect of any claim subsequently made against you arising from those facts notwithstanding that the claim is made after the expiry of the period of cover. Any such rights arise under the legislation only. The terms of the policy and the effect of the policy is that you are not covered for claims made against you after the expiry of the period of cover.

Average Provision

The policy may provide that if a payment in excess of the limit of indemnity available under the policy has to be made to dispose of a claim, the insurer's liability for costs and expenses incurred with its consent shall be such proportion thereof as the amount of indemnity available under this policy bears to the amount paid to dispose of the claim.

You should familiarise yourself with our standard form of policy for this type of cover before submitting this declaration

Please answer all questions. Blanks &/or dashes, or answers 'known to underwriters or brokers' or 'N/A' are not acceptable & will delay consideration of this application. If there is insufficient room to complete a question, please attach a signed & dated addendum. Any documents attached to the proposal form are part of this application form.

1. Full name of all entities to be insured. (It is essential that you specify the names of all entities including service, administrative or nominee companies and subsidiaries that you wish to be covered by this Policy.)								
2. ABN (If applicable)								
3. Address of office:								
4. Phone Number:								
5. Email:								
6. Date Business Commenced:								
7. Number of Employees:								
8. Turnover (excluding GST)								
- Last 12 months:								\$
- Estimate for next 12 months :								\$
9. Business Activities Please state the approximate percentage of income for each of the following activities below. If you are a Registered Tax Agent, please also complete the attached Tax Agents Addendum - See Page 7 of this application form.								
-Bookkeeping Services:								%
-Completion and Lodgement of Business Activity Statements:								%
-Other: (please specifically describe) Please note "other activities" will need to be referred to the insurance company and will incur an additional premium.								%
Total :								100.00 %
10. Application for Cover:								
Tier	Turnover (excluding GST)				Sum Insured		Please tick cover required	
1	Up to \$75,000				*\$250,000		<input type="checkbox"/>	
2	\$75,001 – \$500,000				*\$500,000		<input type="checkbox"/>	
3	More than \$500,001				*\$1,000,000		<input type="checkbox"/>	
Other?	Please Specify \$ _____				Please specify \$ _____			
*Please note that what is an appropriate amount of cover for an agent may in fact be more than what is set as the minimum requirement.								
11. Please provide the approximate percentage of your activities (based on Turnover) applicable to each State, Territory and Overseas below:								
NSW	VIC	QLD	SA	WA	TAS	NT	ACT	OVERSEAS
%	%	%	%	%	%	%	%	%

<p>12. Other than New Zealand, Do you conduct business in any other overseas country? If yes, please provide approximate percentage breakdown by each country.</p>	<p>Yes /No?</p>
<p>13. Fidelity Cover (Optional Extension)</p> <p>(a) Do you require Fidelity Guarantee Cover? If Yes, please complete the details below:</p> <p>Limit of Indemnity: Option A) \$100,000 <input type="checkbox"/> Option B) Other: \$_____</p> <p>(b) Has the Practice sustained any loss through fraud or dishonesty of any employee? If yes, please supply details and state precautions taken to prevent a recurrence.</p> <p>(c) Is any member of the Practice's staff allowed to handle cash or transferrable documents or sign cheques on his/her signature alone?</p> <p>(d) How often and by whom are the entries in the cash book checked with the vouchers and reconciled with the bank statements and returned cheques?</p> <p>(e) Does the Practice always require and obtain satisfactory when engaging employees?</p>	<p>Yes/No?</p> <p>Yes/No?</p> <p>Yes/No?</p> <p>Yes/No?</p>
<p>14. Partners/Principals/Directors' previous business (Optional Extension)</p> <p>(a) Do you require cover for Partners/Principals/Directors' previous business? If Yes, please complete details below:</p> <p>(b) Name of Partner/Principal/Director seeking Previous business cover:</p> <p>(c) Name of previous Business:</p> <p>(d) Estimate gross Income for previous business (for last 2 years):</p> <p>(e) Does the previous business carry their own Professional Indemnity Insurance Policy?</p> <p>(f) Please provide details of the types of professional services offered by the previous business?</p> <p>It is important that the claims and circumstances question within this Application Form fully reflect.</p>	<p>Yes/No?</p>
<p>15. AFTER ENQUIRY of the partners, principals and directors of the insured, Has any Claim been made, or has any civil liability been alleged in the last ten (10) years against the business or any of their predecessors in business or any prior practice of any of their present or former Partners, Principals or Directors, or have circumstances been notified to insurers that might give rise to a claim? If Yes, please provide further details below.</p>	<p>Yes /No?</p>

<p>16. Are there any circumstances not already notified to Insurers which may give rise to a Claim against any applicant? If Yes, please provide further details below.</p>	<p>Yes /No?</p>
<p>17. Has any applicant ever been refused this type of insurance or had similar insurance cancelled, or had an application of renewal declined, or had special terms imposed? If Yes, please provide further details below.</p>	<p>Yes /No?</p>
<p>18. Has any applicant ever been subject to disciplinary proceedings for professional misconduct? If Yes, please provide further details below.</p>	<p>Yes /No?</p>
<p>19. In the last 5 years, has any applicant been declared bankrupt? If Yes, please provide further details below.</p>	<p>Yes /No?</p>
<p>20. In the last 5 years, has any applicant been the subject of administration proceedings? If Yes, please provide further details below.</p>	<p>Yes /No ?</p>
<p>21. In the last 5 years, has any applicant been convicted of any criminal offence (other than minor traffic convictions)? If Yes, please provide further details below.</p>	<p>Yes /No?</p>
<p>22. Do you act under a power of attorney for any client? If Yes, please provide further details below.</p>	<p>Yes /No?</p>
<p>23. Do you provide any services to Publicly Listed Companies, or Financial Institutions? If Yes, please provide further details below.</p>	<p>Yes /No?</p>
<p>24. Is any applicant connected or associated (financially or otherwise) with any other practice or business? If Yes, please provide further details below. <i>Comment: If answered as Yes, we need to know name of the practice or business you are financially associated with. This will be a referral to the insurance company.</i></p>	<p>Yes /No?</p>
<p>25. Has any other practice or business amalgamated or merged or with you, or have you purchased any other practice or business? If Yes, please provide further details below.</p>	<p>Yes /No?</p>
<p>26. Do you have the appropriate qualifications, license or authorisation required to perform your professional duties? If No, please provide further details below.</p>	<p>Yes /No?</p>
<p>27. Does any contract or client represent more than 50% of your annual work or fees? If Yes, please provide further details below. <i>Comment: If answered as YES, please list the name of your client and % of annual fees derived from this client. This will be a referral to the insurance company.</i></p>	<p>Yes /No?</p>

<p>28. Are consultants, sub-contractors or agents engaged by you, required to carry their own professional indemnity insurance? If Yes, please provide further details below. <i>Comments: For your own protection, it is recommended that you always insist that your Consultants, sub-contractors or agents carry adequate professional indemnity insurance.</i></p>	<p>Yes /No?</p>
<p>29. Do you enter into any hold harmless agreements or otherwise waive any legal rights or entitlements which you may have against such consultants, sub-contractors or agents? If Yes, please provide further details below.</p>	<p>Yes /No?</p>
<p>30. Do you envisage any substantial changes in your activities or are there any major new operations contemplated during the next 12 months? If Yes, please provide further details below.</p>	<p>Yes /No?</p>
<p>31. Has any client refused payment or requested a refund of monies paid? If Yes, please provide further details below.</p>	<p>Yes /No?</p>

Signature and Declaration

By signing and dating this declaration, the signatory acknowledges acceptance is subject to the underwriters guidelines and declares:

- 1. That the signatory is authorised to make this declaration on behalf of the person(s) and entities named in question 1 of the application form.**
- 2. That the information supplied in this declaration (and any attachments relating to it) is true & correct.**
- 3. That the signatory understands and acknowledges that the insurers rely on the information contained in the declaration (and any attachments relating to it).**
- 4. The signatory understands and acknowledges that the declaration (and any attachments relating to it) and any other information supplied to the Insurer will be used to assess whether insurance will be offered and the terms on which it will be offered.**

I/We declare answers and statements made in this application are correct and complete in every respect and no information has been withheld.

Name of Applicant: _____

Applicant's Signature: _____ **Date:** ____/____/____

Registered Tax Agents Addendum

Please state the approximate percentage of income for each of the following activities:

1) Bookkeeping	%
2) Tax agent	%
3) Accounts preparation	%
4) Auditing - Listed Companies Public & Financial Institutions	%
5) Auditing - Clients with fees under \$20,000	%
6) Auditing - Clients with fees over \$20,000	%
7) Receiverships, liquidations or bankruptcies	%
8) Investment advice or investment management	%
9) Superannuation fund management/trusteeship	%
10) Insurance agency	%
11) Company directorships/secretarial positions - Clients with fees under \$20,000	%
12) Company directorships/secretarial positions - Clients with fees over \$20,000	%
13) Services to Publicly listed companies (other than audit)	%
14) Services to Financial Institutions (other than audit)	%
15) Business valuations (private company and non-profit only)	%
16) Management consulting	%
17) Migration services	%
18) Accounting software development / sales	%
19) Other (please describe)	
Total:	100%