



## WEBRATER PROPOSAL FORM: DESIGN INDUSTRY

### IMPORTANT NOTICE

This Proposal forms the basis of any insurance contract subsequently entered into by you and DUAL New Zealand. This Proposal Form must be completed by an authorised officer of the applicant.

Please complete it fully and carefully, remembering to sign the Declaration.

#### Your Duty of Disclosure

You must disclose to DUAL New Zealand all information which is material to it in deciding whether to issue insurance cover to you, and if so on what terms and premium. This includes, but is not limited to any circumstance or conduct which might lead to a claim being made against you. This may also include information additional to the questions DUAL New Zealand has asked in this Proposal Form. This is known as your duty of disclosure.

Your duty of disclosure is a continuing one and extends to the renewal and variation of any policy of insurance entered into with DUAL New Zealand.

Failing to disclose material information may result in any subsequent claim being declined or your policy being avoided. This means your policy would be deemed to have never existed.

IF IN DOUBT - DISCLOSE.

#### Privacy Act Statement

DUAL New Zealand gathers information about you (including your claims history) to consider your application for insurance. This information is held by DUAL New Zealand and you may access and seek correction of it. It may be passed on to other insurers you deal with, and interested parties. DUAL New Zealand is collecting the information in this Proposal Form for the purposes of evaluating your application and deciding whether to issue insurance cover and on what terms.

Please note that DUAL New Zealand only require answers to the questions contained in this Proposal Form for those insurance products which you are seeking insurance for. However please note Section 1, 2 and 7 of this Proposal Form are compulsory and must be completed. The below list of coverage and policy options are indicative of the type and extent of cover available. Selection of one of these options does not bind DUAL NZ and DUAL NZ may not agree to the level and extent of cover selected. Should DUAL NZ decide to accept the risk, cover will be subject to the full terms and conditions contained in the applicable policy wording and policy schedule.

DUAL NZ Limited (Company registration: 3232892) issues insurance products as an agent of Lloyd's, the product underwriter. Copies of the full policy wordings are available at [www.dualnewzealand.co.nz](http://www.dualnewzealand.co.nz).

## SECTION 1: APPLICANT DETAILS

Insured Entity: \_\_\_\_\_

*Sole Trader, Partnership, Public Listed Company, Unlisted Limited Company, Incorporated Society / Cooperative*

Insured Name: \_\_\_\_\_

Insured's Address: \_\_\_\_\_

City: \_\_\_\_\_ Postcode: \_\_\_\_\_

Occupation: \_\_\_\_\_

Annual Revenue/Turnover for the last 12 months: \_\_\_\_\_

*If new or trading less than 12 months please estimate annual revenue / turnover for the next 12 months*

Staff Size: \_\_\_\_\_

*Include all principals, partners, directors, and employees (full time, part-time and casual staff, interns and volunteers)*

## SECTION 2: GENERAL QUESTIONS

1. After enquiry of all Partners, Principals, Directors, Officers, Trustees and Senior Managers:

(a) Have there been any claim(s) made against you or any loss or expense incurred which might fall within the terms of this insurance cover? Yes [ ] No [ ]

(b) Have any circumstances occurred which may give rise to a claim against you or result in any loss or expenses which might fall within the terms of this insurance cover? Yes [ ] No [ ]

If YES, which insurance product(s) does this relate to? \_\_\_\_\_

Please provide full details: \_\_\_\_\_

2. Has your business, practice or any partner, principal or director ever been declined this type of insurance, or had similar insurance cancelled, or had an application for renewal declined (other than insurer exiting that area of insurance), or had special terms or restrictions imposed? Yes [ ] No [ ]

If YES, which insurance product(s) does this relate to? \_\_\_\_\_

Please provide full details: \_\_\_\_\_

3. Do you currently have insurance in place for the following insurance product(s)?
- Professional Indemnity Yes [ ] No [ ] Expiry date: \_\_\_\_\_
  - Management Liability Yes [ ] No [ ] Expiry date: \_\_\_\_\_
  - General Liability Yes [ ] No [ ] Expiry date: \_\_\_\_\_
  - Statutory Liability Yes [ ] No [ ] Expiry date: \_\_\_\_\_
  - Employers Liability Yes [ ] No [ ] Expiry date: \_\_\_\_\_
  - Cyber Yes [ ] No [ ] Expiry date: \_\_\_\_\_
  - Information Technology Yes [ ] No [ ] Expiry date: \_\_\_\_\_
  - Association Liability Yes [ ] No [ ] Expiry date: \_\_\_\_\_

4. Do you have any overseas subsidiaries? Yes [ ] No [ ]  
 (If no, proceed to Section 3)
- (a) How many overseas subsidiaries? \_\_\_\_\_
- (b) Please specify in which country your subsidiary(ies) is located and percentage of total revenue derived:

Country	Revenue %

5. What percentage of income is derived from outside of New Zealand for all insureds covered under this policy?  
 \_\_\_\_\_ %
6. Are you exempt from GST? Yes [ ] No [ ]

**SECTION 3: GENERAL LIABILITY, STATUTORY & EMPLOYERS LIABILITY**

1. Are you involved in any exporting or importing? Yes [ ] No [ ]
2. Do you manufacture, construct, erect, install, repair, service, treat, supply or distribute any products or goods?  
 Yes [ ] No [ ]
3. Are you a Reporting Entity under the Anti-Money Laundering and Counter Financing of Terrorism Act 2009?  
 Yes [ ] No [ ]
- (a) If YES, Do you ensure that where required you are compliant with Anti-Money Laundering legislation and/or the Know Your Customer requirements?

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## SECTION 4: CYBER LIABILITY

1. Do you use operating systems with embedded firewalls and anti-virus protection software (such as Windows or Mac OS X), or run commercially licenced separate firewall or anti-virus protection software? Yes [ ] No [ ]
2. Are all mobile devices (such as laptops, tablets, smartphones and memory sticks) password protected? Yes [ ] No [ ]
3. Are you compliant with the Payment Card Industry (PCI) Standards, or if not compliant, do you process, transmit or store LESS than 1,000,000 financial transactions and/or records containing an individual's personal information per year. Yes [ ] No [ ]
4. Do you outsource any part of your network, including storage? Yes [ ] No [ ]
  - (a) If YES, to whom? \_\_\_\_\_
5. Do you wish to have cover for Social Engineering, Phishing & Cyber Fraud? Yes [ ] No [ ]
  - (a) If YES, are all requests to alter supplier and customer details including bank account details, independently verified with a known contact for authenticity? Yes [ ] No [ ]
  - (b) If YES, do you ensure that at least two members of staff authorise any transfer of funds, signing of cheques (above \$2,000) and the issuance of instructions for the disbursement of assets, funds or investments? Yes [ ] No [ ]

## SECTION 5: MANAGEMENT LIABILITY

1. Does your Company anticipate any retrenchments or redundancies within the next 12 months? Yes [ ] No [ ]
2. Do you have more than:
  - (a) USD100,000,000 in assets in the USA or Canada; or
  - (b) 25% of your consolidated assets in the USA or Canada? Yes [ ] No [ ]

**SECTION 6: PROFESSIONAL INDEMNITY – DESIGN**

1. Gross Professional Fee Income for the last 12 months: \_\_\_\_\_  
*If new or trading less than 12 months please estimate annual revenue / turnover for next 12 months*
  
2. Do you hold the appropriate qualifications for the activities you wish to insure?                      Yes [  ]                      No [  ]
  
3. Do you ever enter into hold harmless agreements or otherwise waive any legal right or entitlement  
that you may have against third parties, consultants, sub contractors or agents?  
  

Yes [  ]                      No [  ]
  
4. Do you always confirm verbal reports and verbal advice in writing?                      Yes [  ]                      No [  ]
  
5. Of your 5 largest projects or contracts, do any exceed \$25M in total overall contract value  
  

Yes [  ]                      No [  ]

## Activities

Acoustic Engineering	%	Aeronautical Engineering	%
Air-conditioning Engineering	%	Architect Design	%
Automotive Engineering	%	Biomedical / Chemical Engineering	%
Building Certification (excluding Pre-Purchase Inspections)	%	Building Surveyors (excluding Pre-Purchase Inspections)	%
Civil Engineering	%	Cladding Contractors	%
Consulting Engineering (non design)	%	Contract Administration (Architectural)	%
Development Management	%	Draftsperson	%
Electrical Engineering	%	Energy Rating Certifiers / Assessors	%
Environmental Engineering / Consultant	%	Facilities Management	%
Feasibility Studies	%	Fire Engineering / Consulting	%
Geological Consulting (Excluding Engineering)	%	Geological Engineering / Consulting	%
Geotechnical / Soil Engineering	%	Heating & Ventilation	%
Heritage Consultant	%	Hydraulic Engineering ( Plumbing)	%
Industrial Chemist	%	Industrial Engineering	%
Interior Design	%	Land Surveyors	%
Landscape Architecture	%	Marine Engineering	%
Marine Surveying	%	Mechanical Engineering	%
Metallurgy Engineering / Consulting	%	Mine Engineer / Consultant	%
Mine Environmental Engineering / Consulting	%	Mine Management	%
Mining Consultant	%	Naval Architecture	%
Nuclear Engineering	%	Petroleum Engineering / Consulting	%
Pollution	%	Pre-Purchase / Building Inspector	%
Process Control Systems / SCADA Design or Engineering	%	Project Management	%
Project Management (Architectural)	%	Quantity Surveying	%
Railway Engineering / Railway Signalling	%	Structural Engineering	%
Structural Surveying	%	Town Planning	%
Urban Design	%	Other (provide full details)	
			%

Total (must equal 100%): \_\_\_\_\_%

**SECTION 7: BINDING AGREEMENT / STATEMENT**

On behalf of all proposed Insureds, I/We declare and agree that:

1. The information and answers given in this proposal are complete, true and correct and that no material facts remain undisclosed.
2. Should any of the information contained in this proposal materially change, DUAL New Zealand will be notified of the changes as soon as practicable.
3. If this risk is accepted by DUAL New Zealand the information provided in this proposal will be incorporated into the contract of insurance.
4. DUAL New Zealand is authorised to disclose information received in this proposal to its advisers, reinsurers and to other insurers and obtain any information which, in DUAL New Zealand's opinion, may be relevant to the acceptance of this risk.
5. No contract of insurance will commence until such time as DUAL New Zealand has accepted this proposal and confirmed cover is in place.

INSURED NAME: \_\_\_\_\_

INSURED (PRINCIPAL): \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_