



Single Project Full Proposal Form for Professional Indemnity Insurance

July 2013

***Note:** this is a proposal for a "claims made" policy*

Note: Please provide any necessary explanations or additional details by attachment to this Proposal Form and specify the attachments in the space provided in Section 20. This Proposal can be applied both in the case of a Design & Build Professional Consultants.

Question 1. Details of Parties to be Insured

1.1 Please enter the name and address of main Proposer

.....
.....
.....

Please advise what role the Proposer will be undertaking in connection with the Project

Prime or Lead Architectural/Engineering Consultant _____

Prime Contractor _____

Other _____ (please describe)

Supplier to Technology and Equipment (mechanical and electrical) and Project Manager for the works

Has the Contract been awarded to the Proposer?

Yes No

1.2 Please enter the name and the professional activities undertaken by any other parties who are to be covered by the proposed Project PI Policy

i) _____
ii) _____
iii) _____
iv) _____
v) _____

1.3 Please enter the Name of Principal / Funding Agency / Developer

.....
.....
.....

1.4 Are any parties named in Question 1.3 financially associated with any Practice or Company involved in this Project (whether proposing for this insurance or otherwise)?

Yes No

If "Yes", please provide full details by attachment.

1.5 Are any parties to insured hereunder domiciled in the USA?

Yes No

If "Yes", please provide full details by attachment.

1.6 Have any of the parties that are to be covered by the proposed Project PI Policy been established for less than 5 years?

Yes No

1.7 Please complete the Contractual Matrix – Attachment "A".

Question 2. Project Details

2.1 Please enter the Name and Location of the Project:

.....
.....
.....

2.2 Please provide a brief description of the Project: (please provide full project details by attachment)

.....

2.3 Please provide a brief description of the ground conditions of the site where the Project is to be constructed (please provide full details by attachment)

.....
.....
.....

2.4 Please enter the Estimated Total Contract Value:

i) Total overall Contract Value:

ii) If the parties to be included for this insurance [the Proposer(s)] are only involved in part of the overall contract please provide the contract values applicable for that part:

If the Contract is of a Design and Construct nature, the Contract Values declared in 2.3 above should include the value of all work to be executed, all goods and materials to be supplied, and all Gross Professional Fees (actual or "notional") associated with the Professional Duties to be performed. Gross Professional fees should include fees paid through to sub-consultants.

2.5 Please enter the Estimated Gross Professional Fees.

If the Contract is of a Design and Construct nature please enter the estimated "notional" professional fees that would have otherwise been earned had all the Professional Activities and Duties (including project management/co-ordination, construction management and professional supervision/ inspection of the works) undertaken in connection with Project been charged out at normal commercial rates.

If an amount is not entered below we will make our own estimate of the Gross Professional Fees. Any indications provided by us on this basis will be subject to confirmation from the Proposer that our estimate is correct. If our estimate is not correct the indicated premiums may be subject to change.

Total Professional Fees for all parties who are to be covered by the proposed Project PI Policy.

- 2.6 Please provide by attachment a detailed breakdown of the Estimated Total Contract Value for the entire Project (or part of the Project) for which this insurance is intended.

Question 3. Construction and Insurance Periods

- 3.1 Please summarise the expected time schedule for the project

Construction

Maintenance

Discovery Period

.....

Please note the length of the requested Discovery Period will have an affect on the Premium. Where the Discovery Period exceed 150% of the total Construction Period Insurers may limit Coverage under the valance of the Discovery Period (the additional Discovery Period) to major structural defects. Insurers may also request an Independent Engineers Report prior to the commencement of the Additional Discovery Period.

- 3.2 What is the anticipated date for starting on site?

Please note coverage will be on a Claims Made basis. Claims or circumstances that may give rise to a claim must be reported to Insurers during the Policy Period. Claims or circumstances reported to insurers after expiry of the Policy Period will not be covered. The discovery period forms part of the Policy Period.

- 3.3 Is there a requirement under contract for Professional Indemnity Insurance to continue in force beyond completion of the contractual Maintenance Period?

Yes No.

If "Yes", what further period is required?

- 3.4 When are you expecting this Professional Indemnity Insurance to incept?

- 3.5 Please provide a complete Project Bar Chart / Time Schedule by attachment.

Question 4. Details of Contract Conditions

- 4.1 Please attach full copies of the main Contract(s) or relevant clauses under which the various professional responsibilities (and construction responsibilities in the case of Design and Construct) will be performed:

- 4.2 Please highlight all Contract conditions that pertain to the Proposers' Professional Duties for which this insurance is sought.

Insurance Clauses – see page(s) no. _____

Consequential Loss Clauses – see page(s) no. _____

Other Limitation of Liability Clauses – see page(s) no. _____

Reasonable Skill and Care Clause – see page(s) no. _____

Note: Irrespective of whether contracts are signed under a Design & Construct project structure, this insurance does not provide cover for claims arising out of the day to day supervision of labour and construction work which under a traditional form of contract would normally be the responsibility of the building or engineering contractor rather than being the Professional Duty of the professional team.

Question 5. Split of Contract Values.

Please summarise the approximate split of Contract Values into nature of work involved:

.....
%

Feasibility Studies / Reports	
Environmental Studies	
Land Fill / Land Fill Reclamation	
Telecommunications (Land-based)	
Power Transmission / Distribution (Land-based)	
Industrial System Buildings	
Heating & Ventilating / Air conditioning / Refrigeration Services	
Airports (Terminals and all airside work)	
Sports Stadium / Associated Facilities	
Other Building Works (excluding associated civil work) of (number) storeys	
Civil Works	
- Piling & Foundation work	
- Highways	
- Water / Sewerage / Waste-water / Agricultural Resource	
Development	
- Bridges & Over-passes of more than 250m crossing span	
- Cut-&-Cover Tunneling, Culverts, Underpasses	
-Submersed Tunneling	
- Bored tunneling less than 250m bored length	
- Bored Tunneling of more than 250m bored length	
- Shaft Sinking	
- Railways	
- Harbors / Jetties / Other Sea Defenses	
Outfall Sewer	
Other Off-shore Pipelines	
On-shore Pipelines (as part of individual installations)	
On-shore Pipelines (other than as part of individual installations)	
Dams / Reservoirs	
Hydroelectric Installations	
Other Power Generation Works (Thermal / Thermal Co-generation / Waste-to Energy)	
Nuclear Power Plant	

Cooling Towers / Silos	
Chemical & Petrochemical Plant	
Conveying / crushing / screening / milling plant	
Solvent extraction & leaching equipment	
Other Process Plant	
Any other (please specify, if necessary by attachment):	

Question 6. Professional Duties to be Undertaken by the Proposer(s)

Please tick which of the following Professional Duties are required to be performed by or on behalf of the Proposer in connection with this Project:

Administering retention fund	
Agreeing clearing, forwarding & customs dues	
Approval of detailed drawings	
Arranging site insurance	
Authorising progress payments	
Cash flow forecasts	
Certifying final completion	
Certifying final payment	
Co-ordination / expediting	
Cost estimates	
Design criteria	
Drafting Contract conditions	
Feasibility Studies	
Flow sheets	
Geotechnical services	
Inspection of installation work	
Instructions to Tenderers	
Issuing variation orders	
Measurement	
Quality control & assurance	
Quantity estimates	
Settling contractual claims	
Supervision of commissioning	
Tender adjudication	

Working drawings	
Any other (please specify, if necessary by attachment):	

Question 7. Split of Gross Fees and Sub-Contracted Fees

Please provide a split the Total Fees declared in Question 2.5 between the following categories of professional activities required to be performed by or on behalf of the Proposer in connection with this project:

<u>Activity</u>	<u>Total Gross Fees*</u> <u>including any</u> <u>amount sub-contracted</u>	<u>Amount of</u> <u>fees</u> <u>sub-contracted</u>
7.1 Engineering		
i) Civil		
ii) Structural		
iii) Soil & Foundation		
iv) Mechanical		
v) Electrical		
vi) Heating & Ventilation		
7.2 Architectural		
7.3 Quantity Surveying		
7.4 Project Management		
7.5 Project Co-Ordination		
7.6 Any other – please specify (by attachment if necessary)		
TOTAL		

* or "Notional Fees" included within the Total Estimated Contract Value in the case of Design & Construct

Question 8. Details of Staff

- 8.1 Please provide the following details of the main staff (including agency staff) employed to carry out the Professional Activities listed in Questions 6 and 7 above (please provide further details by attachment if necessary).

Name:

Age:

Duties:

Professional Qualifications:

Employed Since

Name:

Age:

Duties:

Professional Qualifications:

Employed Since

Name:

Age:

Duties:

Professional Qualifications:

Employed Since

- 8.2 If any of the staff listed in 8.1 above are not professionally qualified to carry out the Professional Duties required to be performed by or on behalf of the Proposer in connection with this project, please attach full details of appropriate practical experience acquired in this and previous employment.

Question 9. Sub-Consultants and Sub-Contractors

- 9.1 Will the Proposer (or any of the parties named in Question 1 of this Proposal) engage the services of independent sub-consultants or sub-contractors?

Yes

No.

- 9.2 If the answer to Question 9.1 is "Yes", is the proposed Project PI policy intended to cover such sub-consultants and sub-contractors.

If so will the Proposer waive Rights of Recourse against them or will the Proposer maintain Rights of Recourse?

Rights of Recourse Waived _____ Yes

Rights of Recourse Maintained _____ Yes

Please tick one of the above

9.3 If Rights of Recourse are to be maintained, will the Proposer ensure that:-

i) such consultants and/or contractors have professional indemnity insurance for not less than the amount of cover requested by this proposal for this insurance?

Yes No.

ii) such consultants and/or contractors are required under their contracts to have professional indemnity insurance for not less than the amount of cover requested by this proposal for this insurance for the same total period?

Yes No.

iii) will the Proposer ensure that such consultants and/or contractors are engaged directly by the Proposer's Principal?

Yes No.

Please note a premium discount may be available if Rights of Recourse are to be maintained against any sub-consultants or sub-contractors. The level of discount will be dependent upon the level of PI carried by such parties and the percentage of the Total Gross/Notional Fees earned by such parties. If a discount is being sought in this respect please provide the following information:-

Names of Party against whom rights of recourse are to be maintained	Annual PI Limit and Insurer	Percentage to Total Gross/Notional Fees Earned by the Named Party

Question 10. Tried and Tested Techniques

Are there any aspects of the project (or part of the project) for which this insurance is intended which:

10.1 comprise or include prototype or innovative construction techniques, designs or materials?

Yes No.

10.2 are unusual with regard to the performance, quality, durability or tolerances required?

Yes No.

10.3 the proposer is unfamiliar with and / or which do not fall within the scope of work with which the proposer is thoroughly experienced?

Yes No.

10.4 the proposer considers would be drawn to Insurers' attention?

Yes No.

If the answer is "Yes" to any of the above please provide full details (if necessary by attachment):

The thermo-kinetic jet incinerator is a novel technology that will be supplied from Russia. Two of these plants are however successfully in commercial operation and it is the only know cost effective technology capable of destroying (with 99.9% confidence) all traces of toxic incineration by-products (e.g. off-gases like dioxin and furan). The destruction off these toxic compounds is a specific project requirement

Question 11. Claims and Circumstances

Please stat if the Proposer (or any of the parties named in Question 1 of this proposal) is aware of:

11.1 Any costs incurred by them in the past or any claim made against them arising from any actual or alleged negligent act, error or omission

Yes No.

Please note that above Question 11.1 refers to all the Proposers' Professional Activities, not just this Project

11.2 Any circumstance or event which might give rise to a claim for which cover would have been granted had this proposed Project PI Policy already been in force.

Yes No.

If the answer to either of the above is "Yes", please provide full details by attachment.

NOTE: THE ANSWERS TO THESE QUESTIONS ARE OF THE UTMOST IMPORTANCE & SHOULD ONLY BE COMPLETED AFTER FULL & SEARCHING ENQUIRY OF ALL THE PARTIES NAMED IN QUESTION 1 OF THE PROPOSER'S OPINION A CIRCUMSTANCE OR EVENT WHICH HAS ARISEN IS UNLIKELY TO RESULT IN A OR EVENT WHICH HAS ARISEN IS UNLIKELY TO RESULT IN A CLAIMS DOES NOT MEAN THAT ITS OCCURRENCE NEED NOT BE NOTIFIED. DESIGN & CONSTRUCT BUILDING OR ENGINEERING CONTRACTORS SHOULD CONSIDER THEIR RESPONSES WITH EXTRA CARE ESPECIALLY WITH REGARD TO UNINSURED OR UNCLAIMED COST OR EXPENSE INCURRED PRIOR TO HANDOVER OF THE WORKS. IF IN ANY DOUBT, GIVE DETAILS BY ATTACHMENT.

Question 12. Current and Previous Insurances

Is the Proposer currently insured or has he previously proposed for or been insured by a professional indemnity policy?

Yes No.

If "Yes":

12.1 with whom?

12.2 has any such proposal been declined?

Yes No.

12.3 has any insurer

i) refused to renew?

Yes

ii) imposed special restrictions?

Yes

iii) required increased premium?

Yes

iv) cancelled cover?

Yes No.

If the answer to any of the above Questions 12.2 and 12.3 is "Yes" please provide full details (by attachment if necessary)

Question 13. Other Insurances in Respect of this Project

Please provide details of other insurances which are likely to be in force in respect of – and during the lifetime of – this project, and which can be expected to provide elements of coverage for professional exposure for the parties to be included in this insurance. *Please complete this section as fully as possible providing attachments where necessary as this information may serve to reduce the Project PI premium levels.*

INSURANCE	COVER FOR PROFESSIONAL EXPOSURE
Construction "All Risks" (e.g. DE3 Design cover Following "physical Damage")	Does the CAR policy act as a primary pay first policy with a waiver of rights of subrogation against other policies?
General / Products Liability (e.g. No exclusion of professional acts)	Does the TPL policy act as a primary pay first policy with a waiver of rights of subrogation against other policies?
Product Guarantees	

(e.g. 12 months on equipment supplied)	
Decennial / Latent Defects (e.g. 10 years on building works)	
Other Professional Indemnity (e.g. Consultants' annual practice policies)	Please confirm whether the proposed Single Project PI Policy is required to be in excess of or secondary to these other Professional Indemnity policies
Liquidated Damages	
Advanced Loss of Profits	
Any other policy(ies)?	

Question 14. Limits and Self Insured Excess

14.1 Please state the Limit of Indemnity required

(N.B. This Limit will be in the aggregate for the period of this insurance, and only applies in respect of each and every claim to the extent that such aggregate Limit is not exhausted. The Limit of Indemnity will include associated costs and expenses incurred in the defence and settlement of any claim).

14.2 Please state the Self-Insured Excess that the proposer is willing to bear in respect of each and every claim:

.....

(N.B. Insurers may require a minimum Excess higher than the one requested. This Excess includes associated costs and expenses incurred in the defence and settlement of any claims).

Please note if the Proposer is prepared to carry an excess higher than the minimum excess required by Insurers a premium discount may be available.

Please state what alternative Self-Insured Excesses indications are required for.

Question 15. Pollution Exposures

Are you prepared to accept a Total Pollution Exclusion under the proposed Project PI Policy?

Yes No.

If the answer to the above is "No", please go on to answer this Question 15. (Please note Insurers may still impose either a Total or Sudden and Accidental Pollution Exclusion)

If the answer is "Yes" please go on to Question 16.

15.1 Are you aware of any aspect of the project that may give rise to exposure to pollution or contamination specifically arising out of:-

The type of project	Yes	No.	<input type="checkbox"/>	<input type="checkbox"/>
The location of the project	Yes	No.	<input type="checkbox"/>	<input type="checkbox"/>
The prior history of the project site	Yes	No.	<input type="checkbox"/>	<input type="checkbox"/>
The design of the project	Yes	No.	<input type="checkbox"/>	<input type="checkbox"/>
The work method to be utilised For the project	Yes		<input type="checkbox"/>	<input type="checkbox"/>
Surrounding property	Yes	No.	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above is "Yes", please provide full details by attachment and continue to complete Question 15.

If the answer is "no" to all the above please go on to Question 16.

15.2 Do you (or any of the parties named in Question 1) accept responsibility directly or vicariously, under contract or otherwise, for any clean-up, transportation, storage or disposal of any pollutant or contaminant, or any other exposure to pollution or contamination for which coverage is required?

Yes No.

If "Yes", please identify which parties accept such responsibility, describe briefly the responsibility accepted, and describe how it is executed. If possible, please refer to the clause in the Contract where such responsibility is specified, **and attach copies of such clauses**

<u>Name</u>	<u>Responsibility</u>	<u>Contract Clause</u>

15.3 Can you apportion a project value and / or fee element (actual or normal) to any of the above responsibilities?

Yes No.

If "Yes", please specify

15.3 Is any Contractor or Consultant (whether to be Insured or not) employed to undertake any site investigation to ascertain the extent, location, or content of pollution or contamination on the project site, or the history of the project site with regard to pollution or contamination exposures?

Yes No.

If "Yes", please provide details (if necessary by attachment), including the name of such Contractor or Consultant and copies of any reports or test results.

Note: Such reports or test results will be expected to refer inter alia to:

(a) the overall size of the project site being developed, and within that, the size of the area of land being investigated where contamination / pollution is thought to(or known to) exist.

(b) any recommended remedial measures to be undertaken in respect of the contaminated / polluted land.

(c) "Caveats" – e.g. the depth and width of area of land investigated, number of bore holes, etc.

(d) all the ultimate uses of the area of land in (a) above.

If this is not the case, please provide such details separately by attachment.

15.4 To what extent has the critical design criteria relevant to pollution or contamination exposures exceeded the minimum accepted standards?

.....

15.5 Have you become aware during feasibility studies, tender or contract negotiations of any potential breaches of current or anticipated laws and regulations covering pollution or contamination in the territory in which the project is located?

Yes No.

If "Yes", please provide full details by attachment of action taken to comply with such laws and regulations.

15.6 Are you aware after full enquiry if any of the parties to be insured have been the subject of any alleged or actual negligent act, error or omission based upon or arising out of pollution or contamination?

Yes No.

If "Yes", please provide details.

Question 16. Consequential Financial Losses

Do you require coverage for Consequential Financial Losses under the proposed Project PI Policy?

Yes No.

If the answer to the above is "Yes" please go on to answer this Question 16. (Please note Insurers may restrict the coverage in respect of Consequential Financial Losses)

If the answer is "No, please go to Question 17

16.1 Do you (or any of the parties named in Question 1) accept responsibility for Consequential Financial Losses directly or vicariously, under contract or otherwise for which coverage is required?

Yes No.

16.2 Please provide the clauses in the Contract where such responsibility and/or liability are specifically referred to.

.....
.....

If the contract specifically limits your liability for Consequential Financial Losses please provide relevant clauses.

.....
.....

Please note if the contract specifically releases you from any liability for Consequential Financial Losses please provide relevant clauses. Answers to Questions 16.3 to 16.7 will not normally be required.

16.3 What is the anticipated loss of revenues per week in the event of a delayed completion date?

16.4 What contingent time margin has been built into the overall construction period to enable delays in the works to be made up within the overall planned schedule?

16.5 Are there any particular components of the project that would be deemed to be critical to the overall timely completion of the project i.e. where the delay and/or failure of one part of the project could have a “knock on” effect delaying other parts of the project?

Yes No.

If “Yes”, please provide details (if necessary by attachment)

What would the individual estimated construction periods be for these “schedule critical” components of the project?

16.6 Will an Advanced Loss of Profits (or similar) policy be purchased in respect of this project?

Yes No.

If “Yes”, please provide details including limits and deductibles (if necessary by attachment)

1.67 Please answer this question if the project involves the design and/or construction of Process Plant (if necessary by attachment)

At what percentage of “full capacity” will the process plant be expected to run on a day to day basis e.g. 80% of full capacity?

What is the anticipated loss of revenues per week in the event of non-performance and/or under performance of the process plant?

What is the likelihood of failure of one part of the plant affecting the overall output?

Are there any back up procedures in place in the event of failure?

To what extent has the critical design criteria relevant to Performance exceeded the minimum accepted standards?

Question 17. Third Party Property Damage and Bodily Injury

Do you require coverage for Third Party Property Damage and Bodily Injury under the proposed Project PI Policy?

Yes No.

If the answer to the above is "Yes", please go on to answer Question 17. (Please note Insurers may still restrict the coverage in respect of Third Party Property Damage and Bodily Injury)

If the answer is "No", please go to Question 18.

17.1 Please advise if the Project is to be constructed on a "green field" site.

Yes No.

If "No", please advise details of surrounding property (including Principal's property) as follows:-

The distance of surrounding property from the proposed Project site

.....

The nature of the surrounding property (type of property, usage of property and estimated value of property)

A site plan detailing location of proposed Project and surrounding property

17.2 Does the proposed Project comprise of any elements or techniques that are known to potentially explosive and/or highly inflammable (or in any other way potentially hazardous to surrounding property)?

Yes No.

If "Yes", please provide full details including likely maximum radius of surrounding area that would be effected by such explosive, inflammable or otherwise hazardous nature of the Project.

17.3 Does the proposed Project consist of any elements or techniques that could potentially be hazardous to persons?

Yes No.

If "Yes", please provide full details

Question 18. Further Information

Please provide by separate attachment any further information that you feel will assist in the understanding of the Project, contractual liabilities or any Professional Duties being performed.

Question 19. Declaration

NOTE: THE PROPOSER IS REQUIRED TO DISCLOSE ALL INFORMATION WHICH MAY INFLUENCE THE INSURERS IN THEIR ASSESSMENT OF THE RISK WHETHER SPECIFICALLY REQUESTED IN THIS PROPOSAL OR NOT

I, being an authorised representative of the Proposer and of any other parties to be included for this insurance, declare that the statement made and information given are true and that no material information has been withheld, or misstated, and I acknowledge that this proposal and all other information supplied by me or on my behalf shall be the basis of any contract of insurance issued as a consequence.

Signed (on behalf of the Proposer)

Name:

Position

Date:

Question 20. Attachments

Please note here any attachments that form part of this proposal:

Attached?

Question 1.4	Financial associations	<input type="checkbox"/>
Question 1.5	USA domiciled Proposers	<input type="checkbox"/>
Question 1.6	Established for less than 5 years	<input type="checkbox"/>
Question 1.7	Attachment "A" – Contractual Matrix	<input type="checkbox"/>
Question 2.2	Full details of Project	<input type="checkbox"/>
Question 2.3	Full details of Ground Conditions	<input type="checkbox"/>
Question 2.6	Breakdown of Estimated Total Project Value	<input type="checkbox"/>
Question 3.5	Bar Chart / Time Schedule	<input type="checkbox"/>
Question 4.1	Contracts and relevant clauses	<input type="checkbox"/>
Question 5.	Nature of Work – any other	<input type="checkbox"/>
Question 6.	Detailed Professional Duties – any other	<input type="checkbox"/>
Question 7.6	Categories of Professional Activities - any other	<input type="checkbox"/>
Question 8.1	Professional Qualified Staff	<input type="checkbox"/>
Question 8.2	Unqualified Staff	<input type="checkbox"/>
Question 10.	Specific Hazards Information	<input type="checkbox"/>
Question 11.	Claims Information	<input type="checkbox"/>

Question 12.	Insurance History	<input type="checkbox"/>
Question 13.	Details of Other Insurances	<input type="checkbox"/>
Question 15.	Pollution	<input type="checkbox"/>
Question 16.	Consequential Financial Losses	<input type="checkbox"/>
Question 17.	Third Party Exposures	<input type="checkbox"/>
Question 18.	Further Information	<input type="checkbox"/>

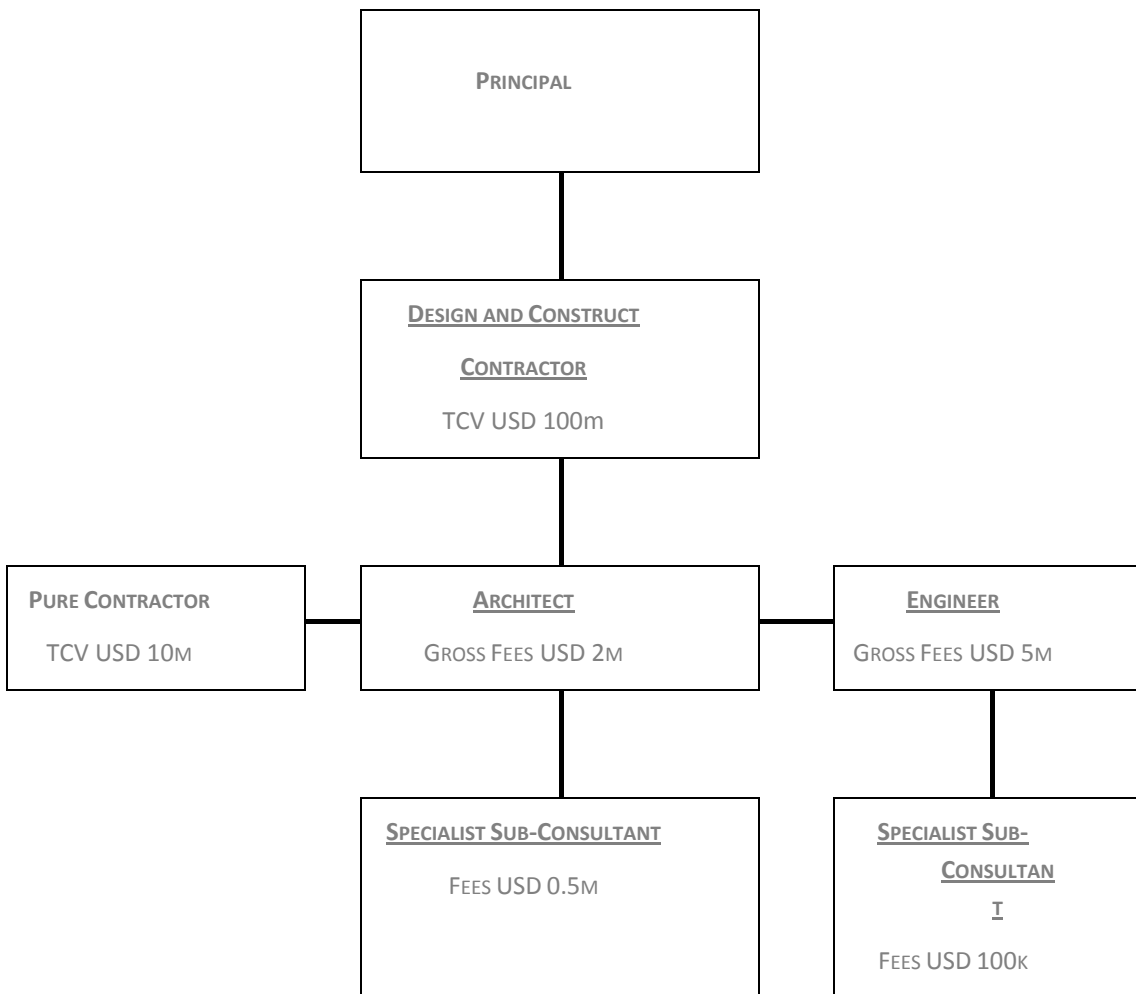
SINGLE PROJECT PROFESSIONAL INDEMNITY INSURANCE

ATTACHMENT "A"

Please explain by means of a Contractual Matrix (as in the example):

- a) Who appoints who to do what (whether to be insured or not)?
- b) What Construction Values and/or Fees relate to each party?

Example



Underlined parties are to be insured hereunder

Your Contractual Matrix

