1. Real Estate Agents’ Insurance
Proposal Form

Keystone recommends that the proposed Insured keep a record of all information supplied for the purpose of entering into an insurance contract. Please answer all questions in full. If there is insufficient space, please provide further details on your letterhead. All attached documents form part of this Proposal.

**General Details**

**Proposed Insured Name** (list all entities including subsidiaries to be covered by the policy):

Street Address:

 State: Postcode:

Phone:       Website:

ABN/ACN:       Date of Establishment:

|  |  |  |
| --- | --- | --- |
| Does the proposed Insured currently have a valid professional indemnity policy? | No [ ]  | Yes [ ]  |

**Business Activity**

Please provide a percentage split of gross fee income as follows. Attach any brochures or promotional material that may provide greater clarity in respect of the business.

|  |  |
| --- | --- |
| Activity | Gross Fees % |
| Business broking |      % |
| General insurance agent activities |      % |
| Off the plan sales |      % |
| Property management |      % |
| Real estate sales |      % |
| Real property valuations |      % |
| Other - please specify        |      % |
|  | 100% |

Please provide the gross fees for:

Last Year $

Expected Current Year $

Please provide a percentage split in gross fees as follows:

|  |  |
| --- | --- |
| Income Split | Percentage (%) |
| Commercial |      % |
| Industrial |      % |
| Residential |      % |
|  | **100%** |

Please provide a percentage split in gross fees by state:

|  |  |  |
| --- | --- | --- |
| Location | Percentage (%) |  |
| Australian Capital Territory |      % |
| New South Wales **\*** |      %\* | **\* If fees from NSW, please complete this question:** |
| Northern Territory |      % | Is the proposed Insured a Capital Gains Tax small business entity (within the meaning of section 152-10 (1AA) of the Income Tax Assessment Act 1997 of the Commonwealth) and a small business individual / partnership / company and/or trust, which is carrying on a business that has an **aggregated turnover of less than $2 million.**No [ ]  Yes [ ]  N/A [ ] For explanatory details, refer to information at the end of this proposal form. |
| Queensland |      % |
| South Australia |      % |
| Tasmania |      % |
| Victoria |      % |
| Western Australia |      % |
| Overseas |      % |
|  | **100%** |

Number of full time equivalent employees:

Number of principals, partners or directors:

Please provide the following details for each principal, partner or director:

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Age | Qualifications | Date Qualified |
|       |       |       |       |
|       |       |       |       |
|       |       |       |       |
|       |       |       |       |

If the proposed Insured is a sole proprietor, what arrangements are in place for the business in the event of temporary absentness (such as illness or leave)?

|  |  |  |
| --- | --- | --- |
| Does the proposed Insured have any income or activities outside Australia? | No [ ]  | Yes [ ]  |
| Does the proposed Insured have any income from the United States of America? | No [ ]  | Yes [ ]  |
| Has there been any substantial change in the proposed Insured's business in the past twelve months? | No [ ]  | Yes [ ]  |
| Does the proposed Insured anticipate any substantial change in activities during the next twelve months? | No [ ]  | Yes [ ]  |
| Does the proposed Insured assume liability under contract, enter into hold harmless agreements or agree to waive rights of subrogation? | No [ ]  | Yes [ ]  |
| Has the proposed Insured had an insurance policy renewal declined or had any insurance policy cancelled for any reason within the last five years? | No [ ]  | Yes [ ]  |
| Has the proposed Insured or any principals of the proposed Insured ever been declared bankrupt? | No [ ]  | Yes [ ]  |
| Has the proposed Insured or any principals of the proposed Insured ever been convicted of a criminal offence? | No [ ]  | Yes [ ]  |
| Has the name of the business ever changed? | No [ ]  | Yes [ ]  |
| Has the proposed Insured ever carried on business under a different corporate entity? | No [ ]  | Yes [ ]  |
| Has the proposed Insured ever amalgamated or merged with another business? | No [ ]  | Yes [ ]  |
| Has the proposed Insured ever purchased any other business? | No [ ]  | Yes [ ]  |

**If yes to any questions above, please provide full details in the space available on page 6 of this Proposal.**

|  |  |  |  |
| --- | --- | --- | --- |
| If the proposed Insured engages sub-contractors does the proposed Insured ensure that the sub-contractors carry their own professional indemnity insurance policy? | No [ ]  | Yes [ ]  | N/A [ ]  |
| Is the proposed Insured licensed and registered in all states in which business is conducted? | No [ ]  | Yes [ ]  | N/A [ ]  |
| Has the proposed Insured's license and/or registration been in force at all relevant times? | No [ ]  | Yes [ ]  | N/A [ ]  |
| Are standard forms of contract or terms of engagement always used by the proposed Insured? | No [ ]  | Yes [ ]  |  |
| Are verbal reports or advice always confirmed in writing? | No [ ]  | Yes [ ]  |  |
| Are the scope of professional services to be performed always clearly set out in the contract or terms of engagement? | No [ ]  | Yes [ ]  |  |

**If no to any questions above, please provide full details in the space available on page 6 of this Proposal.**

List the five largest contracts the proposed Insured has entered into over the past five years:

|  |  |  |
| --- | --- | --- |
| Client | Revenue | Services Provided |
|       | $       |       |
|       | $       |       |
|       | $       |       |
|       | $       |       |
|       | $       |       |

**Claims Details**

|  |  |  |
| --- | --- | --- |
| Has the proposed Insured or any principals of the proposed Insured had any claims against them which were or could have been covered by the proposed insurance within the last five years? | No [ ]  | Yes [ ]  |
| After enquiry, is the proposed Insured aware of any facts or circumstances which might result in a future claim under the proposed insurance? | No [ ]  | Yes [ ]  |
| Has the proposed Insured or any principals of the proposed Insured been the subject of any complaint, suit, inquiry or notice of a hearing from any State, Territory or Federal regulatory body, or any other party within the last five years? | No [ ]  | Yes [ ]  |
| Has the proposed Insured or any principals of the proposed Insured had any fine or penalty imposed by, or been served an infringement, improvement or prohibition notice or enforcement order by any Federal, State, Local Government or Regulatory Authority within the last five years? | No [ ]  | Yes [ ]  |

**If yes to any questions above, please provide full details in the space available on page 6 of this Proposal.**

**Insurance Needs**

**Optional Extensions Required:**

|  |  |  |
| --- | --- | --- |
| Cover for Contractors, Consultants or Agents | No [ ]  | Yes [ ]  |
| Employment Practices Breach (please complete addendum) | No [ ]  | Yes [ ]  |
| Fidelity (please complete addendum) | No [ ]  | Yes [ ]  |
| Principal’s Previous Business | No [ ]  | Yes [ ]  |
| United States of America Jurisdiction | No [ ]  | Yes [ ]  |

**Limit Required:**

[ ]  $1,000,000 [ ]  $2,000,000

[ ]  $5,000,000 [ ]  $10,000,000

Other:

**Declaration**

**After making appropriate enquiries, I declare that:**

I am authorised on behalf of the proposed Insured(s) to complete this Proposal.

I have read and understood the Important Notices accompanying this Proposal.

Where I have provided information about another individual, I declare that the individual has been made aware of that fact and of the Keystone Privacy Statement.

I authorise Keystone to collect or disclose any personal information relating to this insurance to or from other insurers or insurance or credit reference services.

I confirm that the statements and information in this Proposal are true and complete.

I understand that, until a contract of insurance is entered into, I am under a continuing obligation to immediately inform Keystone of any change to the information contained in this Proposal.

I acknowledge that, if a contract of insurance is entered into, this Proposal and any accompanying documents will form the basis of the contract.

**Name**: **Signature**:

**Position**: **Date**: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

1. Additional Information

1. NSW Insurance Duty
2. Exemption Information

From 1 January 2018, small businesses will be exempt from paying NSW stamp duty on certain types of insurance.

**What is small business?**

Revenue NSW states that: “You are a small business if you are **an individual, partnership, company or trust** that is carrying on a business, and the business has an **aggregated turnover of less than $2 million**. Aggregated turnover is your annual turnover plus the annual turnovers of any business entities that are your affiliates or are connected with you.

Please see section 259A of the Duties Act 1997 for full details and/or seek appropriate advice.

**Which insurance types will the exemption apply to?**

This exemption can be applied for small business with one of the following insurance types:

* Commercial vehicle insurance
* Commercial aviation insurance
* Occupational indemnity insurance
* Product and public liability insurance

**How do I apply for the exemption?**

To receive the exemption, please confirm that you are a small business where asked in this Proposal form.

**What happens if I make a false Declaration?**

We recommend you obtain appropriate professional advice and/or otherwise reasonably satisfy yourself that the Declaration is not false or misleading as:

* There is a maximum penalty of $11,000 under the Act if the Declaration is provided knowing that it is false or misleading in a material particular; and
* If the Declaration is false (whether dishonest or not) and this causes the insurer to be liable to pay a duty the insurer may require you to pay an amount equal to the duty, together with any interest or penalty tax payable.

**How do I get more information?**

Go to NSW Revenue website <http://revenue.nsw.gov.au/taxes/insurance> and/or refer to the [Duties Act 1997 (NSW)](http://www.austlii.edu.au/cgi-bin/viewdb/au/legis/nsw/consol_act/da199793/).

1. Important Information
2. This Policy is issued by:
3. Keystone Underwriting Pty Ltd ABN 78 601 944 764 (Keystone)
4. Keystone Underwriting Pty Ltd is a Corporate Authorised Representative (No. 000468712) of:
5. Keystone Underwriting Australia Pty Ltd ABN 59 634 715 674 AFS License No: 518244

# Who is the Insurer?

Certain Underwriters at Lloyd’s (“Underwriters”) will be providing the financial service. Keystone is authorised to quote, bind and issue Certificates of Insurance under a Binding Authority Agreement (Binder) granted to Keystone by those Underwriters. Keystone will provide details of the syndicate numbers and the proportions underwritten by them on request.

# General Insurance Code of Practice

Lloyd’s supports the General Insurance Code of Practice and its purpose of raising the standards of practice and service in the general insurance industry.

# What makes up the Insurance Contract?

This contract of insurance is made up of the Schedule, this Policy and any Endorsements that Keystone issues when an application is accepted or an existing Policy is renewed or amended.

# Significant Features, Benefits and Exclusions

This Policy provides many significant features and benefits, subject to Conditions and Exclusions. Exclusions apply to this Policy and all of them are important. It is important that this Policy is read carefully to be aware of and understand the extent of cover that it offers. It will give full details of the Exclusions.

# Significant Risks

The Insured should make sure that the sum insured and the limits to be purchased will be sufficient. All the terms and conditions contained in this Policy need to be understood.

# Claims Made Policy

This Policy is issued by Keystone on a claims made and notified basis. This means that it only covers claims first made against an Insured during the Period of Insurance and notified to Keystone in writing during the Period of Insurance. The Policy does not provide cover for any claims made against an Insured during the Period of Insurance if at any time prior to the Period of Insurance starting, an Insured was aware of facts which might give rise to those claims being made against them.

Section 40(3) of the *Insurance Contracts Act 1984* provides that where an Insured gives notice in writing to an insurer during the Period of Insurance of facts that might give rise to a claim against the Insured, the insurer cannot refuse to pay a claim which arises out of those facts, by reason only that the claim is made after the Period of Insurance has expired.

# Retroactive Liability

This Policy is limited by a Retroactive Date. The Policy does not cover any liability arising from an Insured’s conduct prior to the Retroactive Date.

**Alteration to Risk and Deregistration**

This Policy requires an Insured to notify Keystone within thirty (30) days of any material change to the business, or in the event of insolvency or bankruptcy. This Policy requires an Insured to give immediate notice of the cancellation, suspension, termination or imposition of conditions in respect of an Insured’s statutory registration. Claims arising from conduct which occurs subsequent to the cancellation, suspension or termination of the Insured’s statutory registration, licence, certification or authorisation under any relevant legislation or industry code of practice governing the Insured’s profession are excluded from indemnity under this Policy. However, this condition does not apply if the suspension relates purely to the late payment of registration fees.

# Doctrine of Utmost Good Faith

Every insurance contract is subject to this doctrine which requires the parties to the contract to act toward each other with the utmost good faith. Failure to do so may prejudice any claims and/or the continuation of the insurance contract.

# The Insured’s Duty of Disclosure - (this applies to non-consumer insurance contracts only)\*

The Insured has a duty to tell Keystone anything that the Insured knows, or could reasonably be expected to know, before entering an insurance contract, that may affect Keystone’s decision to insure the Insured and on what terms. The Insured has this duty until Keystone agrees to insure the Insured.

The Insured has the same duty before the Insured renews, extends, varies, or reinstates an insurance contract.

The Insured does not need to tell Keystone anything that:

- reduces the risk for which the Insured is insured; or

- is common knowledge; or

- Keystone knows, or should know; or

- Keystone waives the Insured’s duty to tell Keystone.

# If the Insured does not tell Keystone

Keystone may if the Insured does not tell Keystone anything the Insured is required to tell:

- cancel the Insured’s contract, or

- reduce the amount to be paid to the Insured if the Insured makes a claim, or

- both the above.

Keystone may refuse to pay a claim and treat the contract as if it never existed if the Insured’s failure to tell Keystone is fraudulent.

# Change of Circumstances

The terms and conditions of this Policy will be based on information the Insured provided to Keystone. It is essential Keystone are advised of any material change that occurs to this information prior to the inception of this Policy. Failure to do so by the Insured may prejudice any subsequent claims under the Policy and/or jeopardise the continuation of the insurance contract.

\* From Schedule 1, Part 1 Insurance Contracts Regulations 2017. A “Consumer Insurance Contract” is a policy of insurance that is wholly or predominantly obtained for personal, domestic, or household purposes.

# Buying Insurance

Set out below are important matters that apply to the initial enquiry, buying of insurance, and renewal of cover. Defined terms are the same as in the Policy.

# Information that Keystone ask

Keystone will only ask for and consider relevant information when assessing the Insured’s application for cover.

# Assessing Applications

The Insured will have access to information that Keystone has relied on in assessing their application and an opportunity to correct any mistakes or inaccuracies. Keystone may decline to release information in special circumstances, but will not do so unreasonably. Keystone will give reasons in these circumstances, and the Insured will have the right to request Keystone to review the decision through Keystone’s complaints handling procedures. Keystone will provide reasons in writing upon request.

# Mistakes

Keystone will immediately initiate action to correct an error or mistake in assessing the Insured’s application for cover where it is identified.

# Misrepresentation

Keystone’s sales process will be conducted in a fair, honest and transparent manner.

# Declining Cover

If Keystone cannot provide insurance cover, Keystone will:

(a) give reasons; and

(b) refer the entity/person seeking insurance to another insurer, ACFA or NIBA, for information about alternative insurance options (unless they already have someone acting on their behalf).

Keystone will make available information about Keystone’s complaints handling procedures if the entity/person is unhappy with Keystone’s decision.

# Policy Information

Information about Keystone’s policy wordings will be available when the Insured buy insurance from Keystone as well as on request. They will also be available on Keystone’s website at [www.keystoneunderwriting.com.au](http://www.keystoneunderwriting.com.au).

# Subrogation

The Insured may prejudice their rights regarding a claim if, without prior approval from Keystone, the Insured makes an agreement with a third party that would prevent Keystone from recovering any applicable loss (in whole or in part) from that, or another party.

This Policy contains provisions that have the effect of excluding or limiting Keystone’s liability for a claim under this Policy if you have entered into any agreement that excludes, limits or delays the Insured’s right to recover damages from another party in respect of such claim.

# Cost of Policy

The cost of this Policy is made up of premium plus any applicable policy fees, government taxes and charges. Keystone may cancel this Policy if the Insured fails to pay the total premium due.

# Deductibles

The Insured may be required to pay a deductible or excess if a claim is made under this Policy. Details of applicable deductibles or excess are provided in the Schedule. This Policy sets out the terms relating to the payment of deductibles or excesses.

# Taxation

All taxes and charges are shown as separate items (e.g. fire and emergency services levy, stamp duty depending upon location and GST).

# Cooling-off Period

The Insured has the right to cancel this Policy with Keystone within 14 days of the date that the Policy incepted, unless a claim is made. Keystone will refund the full amount of the premium less any duties or taxes payable if this cancellation occurs during the cooling-off period. This Policy will be terminated from the date Keystone receive the request to cancel.

# Making a Claim

Benefits are payable if the Insured suffers a loss that is covered under this Policy during the Period of Insurance, except if an Exclusion or Condition applies. The Insured must immediately notify Keystone or their insurance adviser if there is a loss under this Policy.

# Cancelling the Policy Before the Due Date

The Insured may cancel this Policy at any time by notifying us in writing, detailing the date that the cancellation will take effect. Keystone will refund any unearned premium to the Insured or their insurance adviser within 15 working days after the date of cancellation. Unearned premium will be computed pro rata for the unexpired term of this Policy, unless agreed in advance through the insurance adviser and set out in this Policy.

# Privacy

Keystone are committed to safeguarding and protecting the Insured’s privacy. Keystone is bound by the provisions of the *Privacy Act 1988* which sets out the standards to meet in the collection, use and disclosure of personal information.

The Act defines “personal information” as “information or an opinion about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion”.

# Purpose of Collection

Keystone will only use personal information the Insured provides to quote on and insure risks and matters incidental thereto, including investigating and managing claims.

It may be necessary for Keystone to provide the Insured’s personal information to others, such as other insurers or reinsurers, claims investigators, lawyers and other professionals, and government bodies. Keystone will not under any circumstances trade, rent or sell the information.

Keystone cannot properly quote insurance and cannot insure the Insured if they do not provide Keystone with complete, accurate and up-to-date information. If the Insured provide Keystone with personal information about anyone else, Keystone will rely on the Insured to have told them that their information will be provided to Keystone, to whom Keystone may provide it, the purposes for which Keystone will use it and that they can access it. Keystone relies on the Insured to have obtained their consent on these matters if the information is sensitive.

# Access to Information

The Insured can check the personal information Keystone holds about them at any time. Requests for access can be made in writing to:

The Privacy Officer

Keystone Underwriting Australia Pty Ltd

17/296 Bay Road

Cheltenham, VIC 3192

# Keystone will keep the Insured informed of any delays in responding to the Insured’s request throughout the process.

**General Insurance Code of Practice**

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (“the Code”), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd’s has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.codeofpractice.com.au&d=DwMFAg&c=ZnH9XQkNJ63hboBolvM4BvMHpqa6cbGvlWggJ5lnW8w&r=iXadECH1cSW41dbCGrm9bTjGoX5Qe5OShsuNZnzk99Q&m=vuqWIRW974ACcDkF_T8B91F40o0XlpksAS_dnh3DPNQ&s=DJTZIATYxEvrumnxo-XIfq89mdukcNeelXGnds7jTs4&e=).

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers’ compliance with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au).

**Complaints and Disputes**

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Keystone Underwriting Australia Pty Ltd in the first instance:

The Complaints Officer

Keystone Underwriting Australia Pty Ltd

17/296 Bay Road

Cheltenham, VIC 3192

Phone: 1300 946 530

Email: complaints@ksua.com.au

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd’s Australia who will determine whether it will be reviewed by their office or the Lloyd’s UK Complaints team.  Lloyd’s contact details are:

Lloyd’s Australia Limited

Email: idraustralia@lloyds.com

Telephone: (02) 8298 0783

Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3 Melbourne VIC 3001

Website: [www.afca.org.au](http://www.afca.org.au)

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters accepting this Insurance agree that:

(i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

(ii) any summons notice or process to be served upon the Underwriters may be served upon:

 *Lloyd’s Underwriters’ General Representative in Australia*

 *Suite 1603*

 *Level 16*

 *1 Macquarie Place*

 *Sydney NSW 2000*

who has authority to accept service on the Underwriters’ behalf;

(iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance immediate notice should be given to:

Claims Department - Keystone Underwriting Australia Pty Ltd

Telephone: 1300 946 530

Email: claims@ksua.com.au