



The Liability Company.

LIABILITY MATTERS

Single Project Professional Indemnity Proposal Form

The policy will only respond to claims and/or circumstances, which are first made against you and notified to the Insurers during the policy period.

The policy will not provide cover for:

- Events that occurred prior to the retroactive date of the policy (if specified).
- Claims made after the expiry of the policy period even though the event giving rise to a claim may have occurred during the policy period.
- Claims notified or arising out of facts or circumstances notified under any previous policy or noted on the current proposal form.
- Claims made, threatened or intimated prior to the commencement of the policy period.
- Facts or circumstances in your knowledge prior to the policy period, which you know had the potential to give rise to a claim under the policy.

If you do not understand any part of this document, please contact your broker before you sign it. You will be bound by the answers which are given, and by the information provided by you in the proposal form. It is in your interest to make sure that all information is properly understood. If you are in any doubt, discuss the issue with your broker or disclose the information to the Insurers.

Disclosure

You must disclose to the Insurer all information which is material to it in deciding whether to issue insurance cover to you, including any facts or conduct which might lead to a claim being made against you. Failing to do so could affect your rights to indemnity.

Additional Attachments Needed:

Before you return this form please **make sure you attach** the following documents:

1. Client Contract or Standard Trading Conditions
2. Project Specifications and Insurance Broking Notes
3. Summary of the Bill of Quantities for the project

The Liability Company (Pty) Ltd

35 Oxford Office Park, 3 Bauhinia Street
Highveld Techno Park, Centurion
PO Box 17541, Lyttleton, Pretoria, 0140
The Liability Company is an authorised
financial services provider (FSP 50828)

Our Risk Carriers

All our policies are underwritten by Old Mutual
Insure Limited (FSP12) and Old Mutual
Alternative Risk Transfer Insure Limited (FSP
49551) on a co-insurance basis. Both are
authorised financial services providers and
non-life insurers.

Contact Us

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E info@theliabilitycompany.com
W www.theliabilitycompany.com

Underwritten by



OLD MUTUAL ALTERNATIVE RISK TRANSFER INSURE LIMITED

1. Insurance Broker Information

a. Name of insurance broking firm placing this insurance:

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b. Main Physical Address: Postal Address:

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c. Account Executive (name of individual at the insurance broking firm)

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d. FSP License No. Vat Registration No.

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2. Developer/Employer Details

a. Name of Developer/Employer

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b. Business Address: Postal Address:

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3. Main Contractor Details

a. Name of Main Contractor

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b. Business Address: Postal Address:

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4. Lead Insured

This policy contract requires there to be a main/lead insured party. In this instance, please check **one of the boxes** to indicate which of the parties are to be the lead insured:

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|--------------------|-------------------|-----------------|-------------------|
| Developer/Employer | Mark with an X | Main Contractor | Mark with an X |
|--------------------|-------------------|-----------------|-------------------|

5. Project Description

a. Please provide an outline of the project:

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b. Location of project:

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6. The Professional Team

Please provide the details (names) of the primary members of the professional team involved in the project:

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|---|--|
| Project Manager | |
| Principal Agent | |
| Geotechnical Consultants | |
| Civil Consultants | |
| Structural Consultants | |
| Specialist Design and Construct Contractors <i>(e.g. Piling, demolition, lateral support, process engineering, tailings dams etc.)</i> | |
| Architects | |
| Quantity Surveyors | |
| Mechanical Consultants | |
| Electrical Consultants | |
| Recreational Facilities Designer <i>(e.g. Golf Course Designer etc.)</i> | |
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7. Specialist Subcontractors

a. Have any specialist sub-contractors (piling, lateral support etc.) been appointed yet?

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|-----|----|
| Yes | No |
|-----|----|

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| b. | If Yes please provide details (names and broad scope of work): |
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8. General Contract Information

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| a. | When did preliminary design/feasibility work commence on this project? | |
| b. | Estimated design and construction commencement date: | |
| c. | Estimated design and construction completion date: | |
| d. | Date of commencement of the Defects Liability Period (DLP): | |
| e. | Date of completion of the Defects Liability Period: | |
| <p><i>Please note- TLC can only write a maximum of 60 months (5-year Policy Period). If an extended reporting period, maximum 36 months, is required after the initial Policy period, then a separate indicative quotation will be provided at tender stage, and only when the DLP is completed will that indicative quotation be confirmed, and the additional Premium raised</i></p> | | |
| f. | Estimated project value: <i>(please also provide a copy of the summary page of the Bill of Quantities)</i> | |
| g. | Estimated component of project value allocated to professional fees: | |

9. Limit Of Indemnity

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| <ul style="list-style-type: none"> <i>The Limit of Indemnity includes vat @15%</i> <i>The Limit of Indemnity is either in the aggregate for the Period of Insurance, or with one reinstatement during the Period of Insurance- the Limit of Indemnity is NOT on an Each and Every loss basis.</i> | |
| Option 1 | |
| Option 2 | |
| Option 3 | |
| Option 4 | |
| Option 5 | |

10. Excesses

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| Option 1 | |
| Option 2 | |
| Option 3 | |
| Option 4 | |
| Option 5 | |

11. Retroactive Cover

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| If retroactive cover is required, please provide the date: (No additional premium is required for retroactive cover of 36 months or less) | |
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12. Additional Requirements or comments:

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13. Special Notes and Information from Underwriters:

Restrictions on Plant, Equipment or Services (Warranties and Guarantees)

If this project is for a Solar Farm, Windfarm, or BESS Contract - or a combination of two or more - we will require a breakdown of the EBOP and CBOP, as this policy **DOES NOT PROVIDE INDEMNITY FOR ANY PLANT EQUIPMENT OR SERVICES PROVIDED IN TERMS OF WARRANTY, GUARANTEE OR SIMILAR**

Claims made

Single Project Professional Indemnity Insurance policies are underwritten on a “Claims Made” basis. This means that;

In order for a claim to qualify for indemnity a policy must be in force when the claim is first made against you. (In terms of the policy conditions you are obliged to notify Insurers as soon as you become aware of any circumstances 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). The cause of action giving rise to the claim must have taken place on or after the “retro-active date” shown in the Schedule of the policy. 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 occurred 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.

Retro-Active date

The date on or after which any claim against you 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 retro-active cover may be offered by Insurers subject to certain conditions and premium loadings.

Cooling Off Rights

You enjoy a period of 14 (Fourteen) days (“cooling-off period”) from receipt of the Policy document following the inception date of the insurance agreement if taken or from the effective date of any variation thereof, during which you may rescind the agreement and provided that you have not claimed any benefit, are not in receipt of a claim made against you or reported any claim to the Insurer, the insurance agreement is annulled and you will be entitled to a refund of Premium paid. The Insurer will give effect thereto and return premiums due to you less an administration charge within 30 (Thirty) days of the annulment.

Privacy

In accordance with binder regulations, we are required to share your personal information with our insurers being Old Mutual Insure (FSP12) and Old Mutual Alternative Risk Transfer Insure (FSP49551). We may also be required to share such information with other insurers, industry bodies and service providers to prevent fraud, handle your claims or provide you with risk management services and insights where available. By signing this form, you consent to the processing and sharing of such information.

Declaration

I/We declare that the statements and particulars in this proposal are true and that I/ We have not misstated or suppressed any material facts. I/We agree that this proposal, together with any other information supplied by me/ us shall form the basis of any contract of insurance effected thereon. I/ We undertake to inform the Insurers of any material alteration to these occurring before/ during/ after completion of the Contract of Insurance.

| | |
|--------------------------------|--------------------|
| Signed at (place): | Date: |
| | |
| Full name of signatory: | Designation |
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|-------------------|
| Signature: |
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