



Webinar Questions: Session 1 - How professional indemnity insurance and contracts can manage risks

Architects claiming formal CPD points, please keep the completed assessment questions for your records along with your attendance certificate

Learning Outcomes:

Following completion of this webinar, you will be able to understand the terms of the professional indemnity insurance and the terms of client - architect agreements that you enter into.

- A. Which clause of the NSW Architects Code of Professional Conduct requires that architects must maintain a policy of PI insurance appropriate for the architectural services they provide?
- A. Clause 5
 - B. Clause 15
 - C. Clause 10
 - D. Clause 25
- B. In what circumstances can an architect seek an exemption from the NSW Architects Registration Board under the NSW Architects Code of Professional Conduct? *(select all that apply)*
- A. When the architect is only providing services outside of NSW.
 - B. When the architect is unemployed and not providing architectural services.
 - C. When the architect is unwell or on maternity leave and not providing architectural services.
 - D. When the architect very recently commenced in practice as an architect within the last 2 months
- C. Which of the following statements *most accurately* states what professional indemnity insurance covers architects for?
- A. Any liability arising from a claim by your client only as a result of a breach up to a maximum amount.
 - B. Civil liability arising from a claim by your client only as a result of a breach up to a maximum amount.
 - C. Civil liability arising from a claim by a third party as a result of a breach of your professional duty up to a maximum amount.
 - D. All liability arising from a claim by a third party as a result of a breach of your professional duty up to a maximum amount.
- D. What are some key risks to your professional indemnity insurance cover? *(select all that apply)*
- A. Failure to notify claims in a timely manner
 - B. Performing services outside your professional expertise
 - C. Having a written signed contract on a project
 - D. Dishonesty
 - E. All of the above

- E. Which of the following are kinds of contractual obligations which are unlikely to be covered by professional indemnity insurance (*select all that apply*)
- A. Warranties
 - B. Indemnities in favour of your client
 - C. Limitation of liability clauses in favour of your client
 - D. Clauses relating to your professional fees only
 - E. A and B only
- F. True or False: The NSW Architects Code of Professional Conduct states that an agreement on behalf of the architect must (amongst other things):
- a. Be in writing
 - b. Identify the parties
 - c. Include the name, registration number and contact details of the architect
 - d. Set out how fees and costs for architectural services will be calculated
 - e. a requirement that the architect must inform the client how a change or amendment to the architectural services will affect the professional fees and costs for the architectural services
 - f. how variations to the agreement may be made
 - g. notice of the existence of this Code and how the client can obtain a copy
- A. True
B. False