

## IMPORTANT INFORMATION: PLEASE READ THE FOLLOWING INFORMATION BEFORE COMPLETING THIS ADDENDUM

### Obtaining a Quotation

To minimise delays in obtaining a quotation please provide complete answers to all questions in this addendum and attach relevant brochures, CVs, etc. that you believe will help us understand your business.

### Your Duty of Disclosure

Before you enter into a contract of general insurance with us, you have a duty under the Insurance Contracts Act 1984, to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to insure you, and if so, the terms and conditions on which we will insure you.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of general insurance.

### Information you do not need to give

Your duty, however, does not require disclosure of any matter:

- that reduces the risk to be undertaken by us;
- that is of common knowledge;
- that we already know or should know in the ordinary course of our business as an insurer;
- that has been indicated by us as not necessary for us to know.

### Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim, or may cancel the contract. If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

### Defence Costs & Averaging Provision

General Conditions within the policy provides that if your liability for any Claim is for an amount in excess of the amount of the limit of liability, then we, under Professional Indemnity and Management Liability of this policy shall only cover the same proportion of such defence costs as the limit of liability bears to the total amount to be paid dispose of the claim (exclusive of defence costs).

### Claims Made and Notified Policy

The cover provided under Professional Indemnity and Management Liability of this policy operates on a 'Claims Made and Notified' basis. This means that the policy only covers you for claims made against you and notified to us in writing during the period of insurance.

Where a 'Retroactive Date' is specified in your policy schedule, your policy only covers any claim made against you during the period of insurance that arises from any conduct, act, error or omission that occurred on or after the Retroactive Date.

Section 40(3) of the *Insurance Contracts Act 1984* (Cth) provides that where an insured gives notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as reasonably practicable after the insured became aware of those facts but before the period of expiry, the insurer is not relieved of liability under the insurance contract in respect of the claim, by reason only that it was made after the expiration of the period of insurance.

The above right arises solely under Section 40(3) of the *Insurance Contracts 1984* (Cth) and not under your insurance policy.

### Liability assumed by you under a contract or agreement

It is not possible for you to transfer to us the entire spectrum of legal liabilities which you may be compelled to bear under the terms of a wide variety of Indemnity and/or Hold Harmless Clauses frequently inserted into commercial business contracts by principals, lessors or other parties.

Liability assumed by you under contract or agreement is only covered to the extent described in your insurance policy.

Prior to accepting legal liability for loss, destruction, damage or injury, which would not otherwise have attached to you at law, you should contact your insurance broker to enquire whether your insurance policy covers such liability or, if not, whether it may be so extended.

### Subrogation Agreements

Where another person would be liable to compensate you for any legal liability for loss, destruction, damage or injury otherwise

covered by this insurance, but you have agreed with that person either before or after the loss, destruction, damage or injury occurred that you would not seek to recover any monies from that person, we will not cover you under this insurance for such legal liability for loss, destruction, damage or injury.

### **Privacy**

About Underwriting value the privacy of your personal information and we will ensure the handling of your personal information is dealt with in accordance with the *Privacy Act 1988* (Cth) (the Act) and the relevant Australian Privacy Principals. Our full privacy policy can be accessed at [aboutunderwriting.com.au](http://aboutunderwriting.com.au)

When we provide insurance products and/or services, we ask you for the personal information we need to assess applications for insurance policies, to administer and manage insurance policies and to investigate and handle claims. This can include a broad range of information ranging from your name, date of birth, address and contact details to other information about your personal affairs including your profession, financial affairs including financial statements, any criminal convictions or claims.

We may need to disclose personal information that you provide us to contractors, coinsureds, insurers and underwriters (who may be located overseas), lawyers, claims adjusters and others engaged by About Underwriting to enable them to administer policies or handle claims. Regardless of the information shared, we will take all reasonable steps to ensure that the above parties protect your information in the same way that we do.

Our Privacy Policy shown in the above link contains information about how you can access the information we hold about you, ask us to correct it, or make a privacy related complaint. You can obtain a copy from our Privacy Officer by emailing to [privacy@aboutunderwriting.com.au](mailto:privacy@aboutunderwriting.com.au)

### **Consent**

By visiting any of our websites, online quotation systems, applying for, renewing or using any of our products or services you agree to your information being collected, held, used and disclosed as set out in our Privacy Policy.

### **Complaints or Disputes**

If you wish to make a complaint about our products or services, or a Privacy breach, you can contact us at [complaints@aboutunderwriting.com.au](mailto:complaints@aboutunderwriting.com.au) or [privacy@aboutunderwriting.com.au](mailto:privacy@aboutunderwriting.com.au) Please refer to our complaints & disputes process detailed at [aboutunderwriting.com.au](http://aboutunderwriting.com.au)

If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should contact:

Lloyd's Underwriters' General Representative in Australia  
Level 9, 1 O'Connell St  
Sydney NSW 2000  
Telephone Number: (02) 8298 0783  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

who will refer your dispute to the Complaints team at Lloyd's.

Complaints that cannot be resolved may be escalated to an independent dispute resolution body; Financial Ombudsman Services Limited (FOS). This external dispute resolution body has the ability to make decisions of which About Underwriting are obliged to comply.

Contact details are:

#### **Financial Ombudsman Services Limited**

**Phone: 1800 367 287**

**Email: [info@fos.org.au](mailto:info@fos.org.au)**

**Internet: <http://www.fos.org.au>**

**GPO Box 3, Melbourne, VIC 3001**

## Fidelity Guarantee Addendum

This Addendum is for Fidelity Guarantee as part of the **about** package policies.

“You/your” in this Addendum means the “Named Insured”.

### About you

1. Named insured(s):



### About your Risk Management

#### Duties

- |    |    |   |                              |                             |
|----|----|---|------------------------------|-----------------------------|
| 2. | a) | Are duties segregated so that no one person can control signing cheques, preparing cheque requisitions, reconciling bank statements or issuing fund transfer instructions above \$5,000, from commencement to completion without referral to another party (i.e. financial controller or director)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|    | b) | Are duties segregated so that no one person can control refund of monies or return of goods above \$5,000, from commencement to completion without referral to another party (i.e. financial controller or director)?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|    | c) | Are all employees required to take a minimum of two weeks uninterrupted annual leave per year?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|    | d) | Do you keep clients’ money and clients’ funds in properly designated trust accounts completely separate from the Insured’s own working accounts?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|    | e) | Are reference checks from previous employers (or personal referees if there is no previous employer) always carried out?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If No, what precautions are taken?

## About your cover

3. Please select your preferred fidelity sub-limit:

- \$50,000    
  \$100,000    
  \$250,000

## About your Claims

4. After full enquiry of all your employees, has any insurance claim been made against you or your business or that of any principal, partner, director or employee in this or any other business?      Yes      No

If Yes, please provide details:

Date Notified (DD/MM/YYYY)	Insurer	Description	Amount Paid	Maximum Potential Loss	Finalised or Open	Claimant Name

5. Are you aware of any circumstances or incidents which may result in a claim being made against you or your business or the business of any principal, partner, director or employee?      Yes      No

If Yes, please provide details of circumstances or incidents:

6. Have you or any of your employees ever been the subject of any disciplinary proceedings or actions for misconduct in a professional respect whilst in this or any other business?      Yes      No

If Yes, please provide details of proceedings or actions:

7. Have you, your principals, partners, directors or predecessors in business had insurance declined, cancelled, refused or had any special terms imposed?      Yes      No

If Yes, please provide details:

8. Has your business sustained any loss through the fraud or dishonesty of any employee?

If Yes, please provide details:

Yes

No

**Additional Information**

If insufficient space to complete questions, please provide at this section:

## Declaration

I acknowledge that I have read and understood the important notices and privacy statement contained in this addendum. Where I have provided information about another individual, I declare the individual has been made aware of the facts contained in the important notices and privacy statement.

I agree that this addendum together with any other information or documents supplied shall form the basis of the contract of insurance.

I declare that I am authorised to complete this addendum on behalf of the Insured and that to the best of my knowledge the statements, particulars and information contained in this addendum and any other documents accompanying are true and correct in every detail and that no material facts have been misstated or omitted.

I undertake to inform about Underwriting of any material alteration to those facts before entering into a contract of insurance.

Date:

Name:

Position:

Signature:

about

UNDERWRITING

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