

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

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### **Non-disclosure (if you do not tell us something)**

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### **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 Section 2 and Section 3 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 Section 2 and Section 3 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 Principles. 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

1. Insured Name:
2. Trading Name:
3. ABN:

**Definitions**

**External Cladding** means aluminum composite panels with a polyethylene core used for the purpose of external cladding (this does not include aluminum composite panels used as an “attachment” as defined by the Building Code of Australia).

Such aluminum composite panels include, but are not limited to, panels supplied by the following companies:

- ALCUBOND™
- ALCUBEST™
- ALPOLIC™
- VITRABOND

**Professional Services** means the following services provided by you, or on your behalf by a sub-contractor or consultant:

- a. Design
- b. Drafting
- c. Technical calculation
- d. Technical specification
- e. Feasibility studies
- f. Programming and time flow management
- g. Quantity surveying
- h. Surveying
- i. Technical advice
- j. Inspection
- k. Project management and construction management
- l. Certification
- m. Any other architectural or engineering service.

4. Please confirm that you understand and acknowledge the specific important notice below before completing the rest of this addendum  Yes  No

**IMPORTANT NOTICE**

Claims alleging negligence, breach of contract or breach of regulatory requirements may be made against you for up to ten years following completion of a building.

Building audits are currently being conducted in Victoria, and certain other states, which are retrospectively assessing whether External Cladding meets the performance requirement of the Building Code of Australia.

This questionnaire is intended to assist About Underwriting understand:

- Your exposure to the risk of claims arising in relation to External Cladding from Professional Services conducted by you in the last 10 years; and
- Professional Services you anticipate conducting in the next 18 months, in relation to External Cladding that may create future exposure to claims.

We will use this information to determine whether to offer you insurance and, if so, on what terms. The answers you provide below are relevant to our decision whether or not to underwrite the risk.

If you make a representation or fail to disclose relevant information then About Underwriting’s liability in respect of a claim may be reduced to the amount that would place About Underwriting in the same position it would have been if the misrepresentation had not been made or the failure to disclose had not occurred. If the misrepresentation or failure to disclose was fraudulent then this may avoid the contract entirely as if the insurance had never been in place.

5. Have you in the last ten years provided Professional Service for any of the following types of projects that involve External Cladding?

- a. Residential buildings with multiple occupancy (more than 3 storeys in height)  Yes  No
- b. Buildings of public nature (more than 3 storeys in height)  Yes  No
- c. Office buildings used for professional or commercial purposes (more than 4 storeys in height).  Yes  No

If Yes, please provide additional details:

6. Do you anticipate providing Professional Services for any of the following projects that involves External Cladding in the next 18 months?

- a. Residential buildings with multiple occupancy (more than 3 storeys in height)  Yes  No
- b. Buildings of public nature (more than 3 storeys in height)  Yes  No
- c. Office buildings used for professional or commercial purposes (more than 4 storeys in height).  Yes  No

If Yes, please provide additional details:

7. Please provide the following more specific details of all projects that would qualify your answer in Q5 and Q6 above:

**ALL EXTERNAL CLADDING PROJECTS LISTED:**

Name and Address of project/contract	Your Role	Completion Date	Total Contract Value	Cost of Cladding Component	Does the Building have internal sprinkler systems?
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No

8. Did the External Cladding for all of the projects or contracts details in Q7 above meet the requirement of the Building Code of Australia at the time of the Project or Contract completion?  Yes  No

9. Do you still consider the External Cladding for all the projects or contracts detailed in Question 7 meet the requirements of the Building Code of Australia, given the recent guidance provided on the subject by the relevant regulators following the Lacrosse Fire in Melbourne?  Yes  No

Please provide any additional information or expand on your answers below:

**CLAIMS INFORMATION**

10. After enquiry of the partners/principals/directors and employees, has there been or is there now pending a claim against the policyholder, its subsidiaries, its predecessors in business or its current or former partners/principals/directors or employees for a civil liability in the performance of the policyholder's Professional Services in relation to External Cladding?  Yes  No

If Yes, please provide additional details:

11. After enquiry of the partners/principals/directors and employees is the policyholder or any of its subsidiaries aware of any circumstance or incident related to External Cladding which may give rise to a claim against the policyholder, its subsidiaries or its partners/principals/directors or employees? (For the sake of clarification this includes any communication from a building regulator alleging actual or potential non-compliant use of External Cladding).

Yes  No

If Yes, please provide additional details:

12. After enquiry of the partners/principals/directors and employees is the policyholder or any of its subsidiaries aware of any prosecution or investigation actual or pending) of the policyholder, any subsidiary, or any partners/principals/directors and employees under any international, commonwealth, state or local statute, legislation, regulation or by law?

Yes  No

If Yes, please provide additional details:

13. After enquiry of the partners/principals/directors and employees, has the policyholder, any subsidiary or any partner/principal/director or employee ever been subject to any disciplinary action, been fined or penalized, or been the subject of an inquiry investigating or alleging unsatisfactory professional conduct or professional misconduct in relation to External Cladding?

Yes  No

If Yes, please provide additional details:

**Additional Information**

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

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:



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