

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 Principles. Our full privacy policy can be accessed at 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

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 or privacy@aboutunderwriting.com.au Please refer to our complaints & disputes process detailed at 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

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

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

GPO Box 3, Melbourne, VIC 3001

Tattoo Parlour Addendum

This Addendum is for Tattoo Parlours.

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

About you

1. Named insured(s):

2. Trading name(s):

3. ABN:

4. Are you registered for GST Purposes? Yes No

5. Email Address:

6. Contact Phone Number:

7. Principal business address:

About the business

6. Please provide a detailed description of the Business:

Please attach any relevant brochures or other documentation.

7. Business commencement date:

8. Have you been licensed and registered in all states and territories in which you conduct your business since the business commencement date? Yes No

9. Hours of Operation:

10. Director/Manager/Partner details:

Name of Director/Manager/Partner	Age	Qualifications	Date Qualified (DD/MM/YYYY)	Years Practising	
				This Practice	Previous Practice

11. a) Employees	Number of Staff
Principals/Partners/Directors	<input type="text"/>
Qualified Artists	<input type="text"/>
Administrative	<input type="text"/>
Other	<input type="text"/>
Total	<input type="text"/>

b) Total Payroll	<input type="text"/>
Payments to Consultants/Contractors	<input type="text"/>
Payments to Labour Hire Workers	<input type="text"/>

12. Turnover:

Past financial year:	Next financial year:
<input type="text"/>	<input type="text"/>

13. Please provide a percentage split of the states in which you generate your turnover:

ACT: <input type="text"/>	NSW: <input type="text"/>	NT: <input type="text"/>	QLD: <input type="text"/>	SA: <input type="text"/>
TAS: <input type="text"/>	VIC: <input type="text"/>	WA: <input type="text"/>	O/S: <input type="text"/>	Total: <input type="text"/>

14. a) Do you use Contractors Yes No

b) Do you want them covered under this policy Yes No

c) If yes, please provide list of names and experience as tattoo artist.

15. Are all materials, instruments and equipment sterilised frequently? Yes No

16. Are new needles used for each session? Yes No

17. Are a new pair of gloves worn with each procedure? Yes No

18. Will you tattoo a person with a medical concern such as heart disease, seizure, skin or blood disorders?
 Yes No

19. Is each client provided with written after care instructions? Yes No

20. Do you have all clients sign releases stating they are at least 18, understand the procedures and are not under the influence of drugs and alcohol? Yes No

21. Have you even had any incidents involving disorderly persons? Yes No

22. Do you maintain records of the services that you provide to your clients on file? Yes No

23. Do you tattoo or pierce private areas of the body? If Yes, Yes No

a) Are there any previous allegations of improper sexual conduct? Yes No

b) Do you use private booths for discreet tattoos or piercings? Yes No

24. Which brand of ink do you use?

25. Is this Ink made in Australia? If not, please supply full details of where the ink is obtained. Yes No

26. Do you perform Tattoo Removals? If Yes, Yes No

a) % of your Turnover associated with this activity?

b) Are you licensed to perform this activity? Yes No

c) Please detail your Qualifications/Accreditations:

d) Please outline the Tattoo Removal process at your Studio (ie: Laser only?)

About your cover

27. Please select which Limit of Indemnity is required for General and Products Liability:

\$5,000,000 \$10,000,000 \$20,000,000 Other

28. Please select which Limit of Indemnity is required for Treatment Risk Limit:

\$500,000 \$1,000,000 \$2,000,000 Other

About your Claims

29. 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

30. 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

- 31. 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
- 32. Have you, your principals, partners, directors or predecessors in business had insurance declined, cancelled, refused or had any special terms imposed? Yes No
- 33. Have you been declared bankrupt or put into receivership or liquidation? Yes No
- 34. Have you been charged with or convicted of a criminal offence? Yes No

If Yes to any of the above, please provide details:

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:



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