

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

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; Australia Financial Complaints Authority (AFCA). This external dispute resolution body has the ability to make decisions of which About Underwriting are obliged to comply.

Contact details are:

Australian Financial Complaints Authority

Phone: 1800 931 678

Email: info@afca.org.au

Internet: <https://afca.org.au>

GPO Box 3, Melbourne, VIC 3001

1. Named Insured (s):

2. Please provide details of the 5 largest projects or contracts undertaken during the last 5 years, where those projects are above 3 storeys in height. For the purposes of this Addendum, the assessment of the number of storeys begins at and includes the ground floor. Basements should not be included in the number of storeys.

Project 1

Date Started:		Date Completed:	
Location of the Project, including State/Territory:			
Scope of services undertaken by You, including whether You provided any certification services:			
Total Project Value \$:			
Your Fees / Income \$:			
Number of storeys:			
Nature of the project - e.g. mixed use residential, commercial etc:			
Are there known issues with the Professional Services provided or the project generally:			
Any additional comments:			

Project 2

Date Started:		Date Completed:	
Location of the Project, including State/Territory:			
Scope of services undertaken by You, including whether You provided any certification services:			
Total Project Value \$:			
Your Fees / Income \$:			
Number of storeys:			
Nature of the project - e.g. mixed use residential, commercial etc:			

Are there known issues with the Professional Services provided or the project generally:	
Any additional comments:	

Project 3

Date Started:		Date Completed:	
Location of the Project, including State/Territory:			
Scope of services undertaken by You, including whether You provided any certification services:			
Total Project Value \$:			
Your Fees / Income \$:			
Number of storeys:			
Nature of the project – e.g. mixed use residential, commercial etc:			
Are there known issues with the Professional Services provided or the project generally:			
Any additional comments:			

Project 4

Date Started:		Date Completed:	
Location of the Project, including State/Territory:			
Scope of services undertaken by You, including whether You provided any certification services:			
Total Project Value \$:			
Your Fees / Income \$:			
Number of storeys:			
Nature of the project – e.g. mixed			

use residential, commercial etc:	
Are there known issues with the Professional Services provided or the project generally:	
Any additional comments:	

Project 5

Date Started:		Date Completed:	
Scope of services undertaken by You, including whether You provided any certification services:			
Location of the Project, including State/Territory:			
Total Project Value \$:			
Your Fees / Income \$:			
Number of storeys:			
Nature of the project – e.g. mixed use residential, commercial etc:			
Are there known issues with the Professional Services provided or the project generally:			
Any additional comments:			

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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