

## IMPORTANT INFORMATION

### Please read this first

#### Important information relating to addendum

You should read the following notices before completing this addendum.

#### Your duty of disclosure

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.

#### 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.

#### Privacy

We appreciate privacy is important to you. We are committed to protecting your personal information. For further information, please refer to our Privacy Statement and the Suncorp Group Privacy Policy by visiting [www.vero.com.au/privacy](http://www.vero.com.au/privacy) or calling us on 1300 888 073.

#### General Insurance Code of Practice

We support the General Insurance Code of Practice (the Code). A copy of the Code can be obtained from the Insurance Council of Australia by:

- Telephone (02) 9253 5100 or 1300 728 228
- Website [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au)

The Code Governance Committee is an independent body which monitors and enforces the Code and has powers to impose sanctions on Code subscribers for non-compliance.

#### Our complaints handling procedures

We are committed to:

- listening to what you tell us;
- being accurate and honest in telling you about our products and services;
- communicating with you clearly; and
- resolving any complaints or concerns you have in a fair, transparent and timely manner.

#### How to contact us with a complaint

##### Let us know

If you experience a problem, are not satisfied with our products or services or a decision we have made, let us know so that we can help.

##### Contact us:

- By phone: 1300 888 073
- By email: [claims@vero.com.au](mailto:claims@vero.com.au)

Complaints can usually be resolved on the spot or within 5 business days.

## **Review by our Customer Relations Team**

If we are not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

- By phone: 1300 264 470
- By email: [idr@vero.com.au](mailto:idr@vero.com.au)
- In writing: Vero Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001

Customer Relations will contact you if they require additional information or they have reached a decision.

When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

## **Seek review by an external service**

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, there are external dispute remedies such as mediation, arbitration or legal action you may pursue.

## **Important information relating to the insurance policy**

You should read the following notices that relate to the Vero Design and Engineering Practitioners Professional Indemnity Insurance Policy (referred to as "the policy" in these notices).

A reference to "you" or "your" in these notices includes all the people and entities that are within the definition of 'Insured' in the policy.

## **Claims made and notified basis of coverage and retroactive date**

The policy is issued on a 'claims made and notified' basis. This means that the policy covers claims:

- (a) first made against you during the policy period; and
- (b) that you tell us about during the policy period.

Where the policy has an additional or extended reporting period, subject to the terms of the policy, you may have:

- (i) an additional period to tell us about claims first made against you during the policy period; and/or
- (ii) cover for claims first made against you during the extended reporting period and which you tell us about during the extended reporting period – provided the claims are based on an act, error, or omission alleged to have been committed prior to the expiry of the policy period.

Pursuant to section 54 of the Insurance Contracts Act 1984 (Cth), if you tell us about claims first made against you during the policy period (or additional or extended reporting period, if applicable), after the policy period and any applicable additional or extended reporting period expires, we may be able to reduce our liability by an amount that fairly represents the extent to which our interests were prejudiced as a result of your delay in notifying us of the claim.

Written notification of facts pursuant to section 40(3) of the Insurance Contracts Act 1984 (Cth): If during the policy period, you learn about facts that might lead to a claim and you tell us in writing about these facts as soon as reasonably practicable after you became aware of those facts but before the end of the policy period, we will treat any subsequent claim arising from those facts as though it was made against you during the policy period.

The policy doesn't cover claims or potential claims that you knew about prior to the policy period which would have put a reasonable person in your position on notice that a claim may be made against you. (There are some exceptions to this rule if a 'Continuous Cover' extension applies).

If a retroactive date is applied or shown on the policy schedule, the policy doesn't cover claims resulting from an act or failure to do something before that date.

## **Preservation of rights of recovery / subrogation waiver**

The policy contains provisions that have the effect of excluding our liability for a loss or liability due to you entering into:

- (a) any agreement whereby you release, agree not to sue or waive or prejudice any rights of recovery;
- (b) any deed or agreement excluding, limiting or delaying the legal rights of recovery against another party; or
- (c) any agreement or compromise whereby any rights or remedies to which we would be subrogated are or may be prejudiced.

## **Overseas or worldwide activities**

If the policy provides cover for the conduct of activities outside of Australia or claims brought in legal jurisdictions outside of Australia, it is possible other countries' laws or regulations may nevertheless prevent this policy from responding to provide that cover. If you conduct activities overseas you may wish to seek specific advice in relation to the relevant countries' insurance requirements from your insurance broker or a legal professional.

## Completing this addendum

- Failure to disclose all material information that is likely to influence the acceptance of the risk or the terms applied could invalidate the insurance. If you are in any doubt as to whether any information is material, it should be disclosed.
- A reference to 'you', 'your' and 'Insured' in this proposal form includes the following, unless clearly specified otherwise:
  - All of the entities named in question 1;
  - Any past and/or present employees, sole practitioners, partners or directors of the entities named in question 1;
  - Any past and/or present subsidiaries of the entities named in question 1; and
  - Any past and/or present employees, sole practitioners, partners or directors of the subsidiaries specified above.
- If there is insufficient space to provide your answers, provide your complete answers via an additional attachment.

## Insured details

Names of all entities to be insured

ABN


Please allocate an approximate percentage of gross revenue or fee income derived from each professional services provided (must total 100%).

Professional Service	Percent	Professional Service	Percent
Acoustic engineering	%	Industrial engineering	%
Aerospace engineering	%	Interior design services	%
Agricultural engineering	%	Laboratory operation (providing chemical, food, electrical engineering or other technical services)	%
Air conditioning and heating services	%	Land surveying services	%
Architectural drafting services	%	Landscape architectural services	%
Architectural services	%	Map preparation services	%
Biomedical engineering	%	Marine engineering	%
Boat designing services	%	Marine surveying services	%
Boiler/machinery engineering	%	Materials handling engineering	%
Building consulting	%	Mechanical engineering	%
Building designer services	%	Mechatronic engineering	%
Building energy efficiency rating	%	Mining engineering	%
Building inspection services	%	Mining surveying services	%
Building services engineering	%	Naval architecture services	%
Cadastral surveying services	%	Nuclear engineering	%
Chemical engineering	%	Petroleum engineering	%
Civil engineering	%	Photogrammetry services	%
Construction consulting	%	Pipeline engineering	%
Construction management services	%	Plumbing engineering	%
Corrosion consulting	%	Process engineering	%
Electrical engineering	%	Product design services (furniture/machinery)	%
Electronic engineering	%	Project management services	%
Engineering drafting services	%	Quantity surveying services	%
Engineering research services	%	Sanitary engineering	%
Engineering surveying services	%	Security system consulting	%
Environmental engineering	%	Structural engineering	%
Fire engineering	%	Swimming pool safety inspectors and certification services	%
Geotechnical engineering	%	Town planning services	%
Hydraulic engineering	%	Traffic engineering	%
Industrial design services	%	Other (please describe below)	%
			%

Please allocate an approximate percentage of gross revenue or fee income derived from each of the listed areas of activity (must total 100%) and indicate if you previously completed work in this area in the last 5 years.

Residential (individual dwellings)	%	<input type="checkbox"/> Yes
Residential (up to 3 floors)	%	<input type="checkbox"/> Yes
Residential (greater than 3 floors)	%	<input type="checkbox"/> Yes
Residential (assisted living, aged care or retirement facilities)	%	<input type="checkbox"/> Yes
Commercial/Industrial/Retail/Municipal/School/Hospital (up to 3 floors)	%	<input type="checkbox"/> Yes
Commercial/Industrial/Retail/Municipal/School/Hospital (greater than 3 floors)	%	<input type="checkbox"/> Yes
Portable structures and modular buildings (involving repetitive design)	%	<input type="checkbox"/> Yes
Internal renovation/fit out	%	<input type="checkbox"/> Yes
Acoustics and noise prevention	%	<input type="checkbox"/> Yes
Town Planning	%	<input type="checkbox"/> Yes
Bridges	%	<input type="checkbox"/> Yes
Tunnels	%	<input type="checkbox"/> Yes
Roads & Highways	%	<input type="checkbox"/> Yes
Rail	%	<input type="checkbox"/> Yes
Jetties, marinas, piers, moles, seawalls and sea vessels	%	<input type="checkbox"/> Yes
Dams	%	<input type="checkbox"/> Yes
Foundation work, underpinning or retaining walls (excluding investigations)	%	<input type="checkbox"/> Yes
Deep excavations/basements > 2 levels	%	<input type="checkbox"/> Yes
Marine foundation work, de-watering, land reclamation, piling or underpinning (excluding investigations)	%	<input type="checkbox"/> Yes
Soil and foundation testing, subsurface and hydrographic investigations	%	<input type="checkbox"/> Yes
Environmental appraisals/impact assessments (excluding design and construction)	%	<input type="checkbox"/> Yes
Expert Witness	%	<input type="checkbox"/> Yes
Feasibility studies (excluding environmental)	%	<input type="checkbox"/> Yes
Pollution control equipment or hazardous chemicals/products (including asbestos/PFAS) or contaminated site clean up	%	<input type="checkbox"/> Yes
Mines (underground)	%	<input type="checkbox"/> Yes
Mines (open cut)	%	<input type="checkbox"/> Yes
Petrochemical/refinery	%	<input type="checkbox"/> Yes
Nuclear or atomic projects	%	<input type="checkbox"/> Yes
Coal, oil & gas (including related thermal power plants)	%	<input type="checkbox"/> Yes
Renewable thermal power generation (including wind, hydro and solar)	%	<input type="checkbox"/> Yes
Utilities (high voltage transmission)	%	<input type="checkbox"/> Yes
Utilities (low voltage transmission/telecommunications)	%	<input type="checkbox"/> Yes
Utilities (water)	%	<input type="checkbox"/> Yes
Solar (commercial or residential)	%	<input type="checkbox"/> Yes
Battery energy storage systems	%	<input type="checkbox"/> Yes
Waste water/sewage or water treatment plants	%	<input type="checkbox"/> Yes
Mechanical plant/bulk handling equipment	%	<input type="checkbox"/> Yes
Manufacturing	%	<input type="checkbox"/> Yes
Military/Defence/Weapons	%	<input type="checkbox"/> Yes
Other (please describe below)	%	<input type="checkbox"/> Yes

**General activity questions**

- Does the Insured design prototypes, conduct prototype testing or utilise any innovative technology or materials? Yes  No
- Does the Insured engage in heritage or conservation projects? Yes  No
- Does the Insured use or sell their own proprietary software for design validation? Yes  No
- Does the Insured conduct pre-purchase building inspections? Yes  No
- Is the Insured involved in Supervisory Control, Automation and Data Acquisition (SCADA) or Programmable Logic Controller (PLC)? Yes  No
- Is the Insured involved in manufacturing products in-house? Yes  No
- Does the Insured provide traffic modelling and forecasting for infrastructure projects? Yes  No
- Is the Insured involved in offshore projects or services? Yes  No
- Is the Insured involved in the design of fire suppression systems? Yes  No
- Is the Insured involved in design or testing of building façades or external fascia? Yes  No
- Is the Insured engaged as a head contractor on any project? Yes  No
- Is the Insured involved in provided services for infrastructure projects or for projects that require Specific Project Professional Indemnity (SPPI)? Yes  No

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

**Risk Management questions**

- Does the Insured have formal risk management policies and procedures in place relating to:
- Quality control and/or compliance Yes  No
  - The engagement of consultants, subcontractors and agents Yes  No
  - The identification and reporting of incidents or facts which might give rise to a professional liability claim Yes  No
  - Peer review and dual sign-off or approval in respect of any aspect of the business or professional services provided by the insured Yes  No
  - The evaluation and approval of new clients, contracts and tenders Yes  No
  - The identification and management of conflicts of interest Yes  No
  - The training of staff on the above Yes  No
- Does the Insured hold ISO or any other third party accreditation for the risk management procedures they utilise? Yes  No
- Does the Insured always use standard written contracts with clients that clearly outline the scope of services provided and contain appropriate limitations of liability? Yes  No
- Does the Insured always use internal or external legal counsel to review non-standard contracts for clients? Yes  No
- Is the scope of Professional Services to be performed always clearly set out in the Insured's contract or terms of engagement? Yes  No
- Does the Insured ever enter contracts with other parties (including but not limited to clients, subcontractors and joint venture partners) that limit the other parties' liability? Yes  No

If Yes, please provide details of how, including in what circumstances and what are the limitation amounts.

Does the Insured ever agree to hold harmless any third party for claims arising out of its services? Yes  No

If Yes, please provide details of how.

Does the Insured exclude liability for consequential losses? Yes  No

Does the Insured accept liquidated damages?

Yes  No

If Yes, please provide details of how, including what process is used to determine the reasonableness of liquidated damages accepted.

### DECLARATION

Each of the undersigned people declares that:

- (a) I am authorised, on behalf of the parties the policy will cover, to complete this proposal form;
- (b) I understand that the statements in this proposal form and any supporting information will be imputed to the other insured parties unless the proposal form expressly notes otherwise;
- (c) I have read and understood the duty of disclosure;
- (d) I have diligently made all enquiries necessary for compliance with the duty of disclosure;
- (e) All information in this addendum and any supporting information is true, correct and complete, and no relevant information has been omitted or withheld;
- (f) I understand that the insurer relies on the information I have provided;
- (g) I undertake to tell the insurer if any of the information changes before the commencement date of the policy;
- (h) I understand that the insurer is not bound to provide a quote and I am not bound to accept any quote the insurer provides;
- (i) I understand that no insurance is in force until confirmed by the insurer or their agent;
- (j) I have read and understood Vero Insurance's privacy statement on [www.vero.com.au/privacy](http://www.vero.com.au/privacy);
- (k) I consent to the use, disclosure and obtaining of information as detailed in the privacy statement; and
- (l) I have read and understood the important information and notices/conditions which the insurer has put before me.

Signature

Name and role

On behalf of  
(insert name of entity)

Date

**Please email completed form to one of the below:**

- [vslengineersPI@vero.com.au](mailto:vslengineersPI@vero.com.au)
- Your Vero BDM
- Your Professional Indemnity Underwriter

Or alternatively, enter online via Sunrise or the Vero Broker Hub to obtain a quote.