**ERRORS & OMISSIONS/PROFESSIONAL INDEMNITY**

**ADDENDUM**

Do you the insured undertake **Design & Construct** contracts where **you are responsible under the contract** for the design/specification of the works regardless if you provide those design/technical services yourself or you sub contract those design/technical services to others. Choose an item.

Are you responsible under contract or agreement for others advice design or specification that has been provided to you?Choose an item.

Do you provide advice design or specification solely for a fee Choose an item.

Do you request evidence of Professional Indemnity Insurance from all consultants

that provide consultancy services to you?Choose an item.

**IF YES please pay particular attention to 1(a) i &ii below**

**1.** (a) **Please give details of total turnover of the Insured Company:**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **Aust $ Mill** | **Aust $ Mill** |
|  |  | **Current****Financial Year** | **Estimate for****Coming Financial Year** |
|  |  | **Australia** | **Overseas** | **Australia** | **Overseas** |
| i. | Turnover from Design & Construction contracts/activities where the Insured Company constructs from ***their own in-house professional services***. | $      | $      | $      | $      |
|  |  |  |  |  |  |
| ii. | Turnover from Design & Construction contracts/activities where the Insured Company constructs from ***sub contracted professional services that the Insured Company is responsible for***. | $      | $      | $      | $      |
|  |  |  |  |  |  |
| iii. | Turnover where the Insured Company provides Design and Technical Services ***where no Construction is involved by the Insured Company.*** | $      | $      | $      | $      |
|  |  |  |  |  |  |
| iv. | Project/Construction Management Turnover ***of third parties’ contracts-i.e.,*** *not your own*. | $      | $      | $      | $      |
|  |  |  |  |  |  |
| v. | Turnover from any other activity that is ***purely fee based and no construction activities are undertaken.***  | $      | $      | $      | $      |
|  |  |  |  |  |  |
| vi. | Other Turnover not mentioned above, ***ie General tendered work.*** | $      | $      | $      | $      |
|  |  |  |  |  |  |
|  | **Total Turnover for Insured Company** | **$** | **$** | **$** | **$** |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | (b) | **Total Turnover for Previous 4 Years** | $      | $      | $      | $      |

 Last Yr 2nd Yr 3rd Yr 4th Yr

**2.Turnover dissection for Stamp duty calculations**

Percentage of 1(a)vi for current year in each state or territory.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| ACT | NSW | NT | QLD | SA | TAS | VIC | WA | Overseas |
|      % |      % |      % |      % |      % |      % |      % |      % |      % |

**3.Fees-either received or paid out to others or notional fees charged internally**

**Aust $ Mill**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  | **Past financial year** | **Past financial year** | **New financial year** | **New financial year** |
|  |  | **Australia** | **Overseas** | **Australia** | **Overseas** |
|  |  |  |  |  |  |
| **Please give details of notional or actual fees charged or paid during the past financial year:** |  |  |  |  |
|  |  |  |  |  |  |
| (a) | Where the Insured Company constructs from their own design(***what your in house design dept charges****)* | $      | $      | $      | $      |
|  |  |  |  |  |  |
| (b) | Where the Insured Company constructs from consultants design performed on behalf of the Insured Company.***(what you pay to outside consultants****)* | $      | $      | $      | $      |
|  |  |  |  |  |  |
| (c) | Where Design and Consulting Services are performed for others and the Insured Company does no construction ***(what you receive as a fee for service****)* | $      | $      | $      | $      |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| (d) | Where the Insured Company constructs from someone else’s Technical Supervision performed on behalf of the Insured Company.***(what you pay to outside consultants)*** | $      | $      | $      | $      |
| (e) | Project / Construction Management of other contractors’ contracts-that you have no construction responsibilities***(what you receive as a fee for service****)* | $      | $      | $      | $      |
| (f) | Survey fees external and in house for general tendered work (as per question 1a(vi)  | $      | $      | $      | $      |
|  | **TOTAL** | **$** | **$** | **$** | **$** |
|  |  |  |  |  |  |
| (g) | **Are these based on normal accepted professional scales** |  |  | Choose an item. |  |

**4..** (a) **Please state the 5 largest Contracts which have commenced during the past 5 years where Design and Consulting Activities etc. have been involved:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract Period** | **Type of Contract (Building, road,****bridge etc.)** | **Total****Contract Value Aust $ Mill** | **Value of D & C component** | **State Professional Services Provided** |
| J |       | $      |       |       |

 (b) **Please give details of the three largest new contracts which are likely to commence in the coming 12 months where Design and Consulting Activities etc are to be involved**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract Period** | **Type of Contract (Building, road,****bridge etc.)** | **Total****Contract Value Aust $ Mill** | **Value of D & C component** | **State Professional Services Provided** |
|       |       | $      |       | E |

 (c) **Does any contract or client represent more than 60% of annual work where Design and Consulting Activities etc are to be involved?** Choose an item.

 **If YES, please give details**

**5. Are any of the Directors, Principals or employees, AFTER ENQUIRY, aware of any circumstances which may give rise to a claim against the Insured Company or any circumstances which may give rise to a claim against you for professional duties?** Choose an item.

 **If YES, please give details**

6. **Give particulars of any claim made by the Insured during the past five years in respect to Errors & Omissions or Professional Indemnity circumstances both insured and uninsured,**

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** | **Cost before Excess** | **Excess** | **Details** |
|       |       |       |       |
|       |       |       |       |
|       |       |       |       |
|       |       |       |       |

 Please attach additional schedule if there is insufficient space.

**Confirmation of compliance of duty of disclosure by the insured**

**Name**

**Position**

**Date** Click here to enter a date.

**IMPORTANT NOTICES**

ABOUT PLATINUM PLACEMENT SOLUTIONS

Platinum Placement Solutions Pty Ltd (ABN 68 169 336 252, AR No. 459637) (‘PPS’) is an Authorised Representative of Miramar Underwriting Agency Pty Ltd (ABN 97 111 534 797, AFSL 314176). PPS has a prior submit binder with the Insurer under which each risk is agreed by the Insurer. PPS has authority on the Insurer's instructions to issue the Policy to you. In all aspects of arranging this Policy, PPS acts as an agent of the Insurer and not for you.

DUTY 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 STATEMENT

In this Privacy Statement the use of ‘we’, ‘us’ and ‘our’ means the Insurer and PPS unless specified otherwise.

We are committed to protecting your privacy. We are bound by the obligations of the Privacy Act 1988 (Cth). This sets out basic standards relating to the collection, use, storage and disclosure of personal information.

We need to collect, use and disclose your personal information (which may include sensitive information) in order to consider your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim. You can choose not to provide us with some of the details or all of your personal information, but this may affect our ability to provide the cover, administer the insurance or assess a claim.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you.

Personal Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from your insurance intermediary or co-insureds). If you provide personal information for another person you represent to us that:

- you have the authority from them to do so and it is as if they provided it to us;

- you have made them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

We may disclose the personal information we collect to third parties who assist us in providing the above services, such as related entities, distributors, agents, insurers, reinsurers and service providers. Some of these third parties may be located outside of Australia including Philippines, Vietnam, Malaysia and United Kingdom. In all instances where personal information may be disclosed to third parties who may be located overseas, we will take reasonable measures to ensure that the overseas recipient holds and uses your personal information in accordance with the consent provided by you and in accordance with our obligations under the Privacy Act 1988 (Cth).

In dealing with us, you consent to us using and disclosing your personal information as set out in this Privacy Statement. This consent remains valid unless you alter or revoke it by giving written notice to PPS’ Privacy Officer. However, should you choose to withdraw your consent, we may not be able to provide insurance services to you.

PPS’ Privacy Policy which is available at [insert web address for Platinum Placement Solutions] or by calling PPS, sets out how:

- PPS protects your personal information;

- you may access your personal information;

- you may correct your personal information held by us;

- you may complain about a breach of the Privacy Act 1988 (Cth) or Australian Privacy Principles and how Platinum Placement Solutions will deal with such a complaint.

If you would like additional information about privacy or would like to obtain a copy of the Privacy Policy, please contact PPS’ Privacy Officer by:

Postal Address: PO Box A2016, Sydney South NSW 1235

Phone: +61 2 9307 6656

Email: privacyofficer@steadfastagencies.com.au

You can download a copy of PPS’ Privacy Policy by visiting [insert web address for Platinum Placement Solutions]