

PROFESSIONAL INDEMNITY INSURANCE SUPPLEMENTARY APPLICATION

YOUR DUTY OF DISCLOSURE

This Policy is subject to the Insurance Contracts Act 1984 (Act). Under that Act You have a Duty of Disclosure.

Before You take out insurance with Us, You have a duty to tell Us of everything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms. If You are not sure whether something is relevant You should inform Us anyway.

You have the same duty to inform Us of those matters before You renew, extend, vary, or reinstate Your contract of insurance. The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time).

If anything changes between when the answers are provided to Us or disclosures are made and the Relevant Time, You need to tell Us.

Your duty however does not require disclosure of matters that:

- reduce the risk;
- are common knowledge;
- We know or, in the ordinary course of Our business, ought to know; or
- We have indicated We do not want to know.

If You do not comply with Your duty of disclosure, We may be entitled to:

- reduce Our liability for any claim;
- cancel the contract;
- refuse to pay the claim; or
- avoid the contract from its beginning, if Your non-disclosure was fraudulent.

PRIVACY STATEMENT

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), which will ensure the privacy and security of your personal information.

The information provided in this document and any other documents provided to us will be dealt with in accordance with our Privacy Policy. By executing this document you consent to collection, use and disclosure of your personal information in accordance with our Privacy Policy. If you do not provide the personal information requested or consent to its use and

disclosure in accordance with our Privacy Policy, your application for insurance may not be accepted, we may not be able to administer your services/products, or you may be in breach of your duty of disclosure.

Our Privacy Policy explains how we collect, use, disclose and handle your personal information including transfer overseas and provision to necessary third parties as well as your rights to access and correct your personal information and make a complaint for any breach of the APPs.

A copy of our Privacy Policy is located on our website at www.sura.com.au

Please access and read this policy. If you have any queries about how we handle your personal information or would prefer to have a copy of our Privacy Policy mailed to you, please ask us.

If you wish to access your file please ask us.

AGENT OF INSURERS

SURA Construction Pty Ltd acts as the agent of the insurer and not as your agent when issuing insurance policies, dealing with or settling any claims.

IMPORTANT NOTICES

1. Inception of cover

Cover will not commence until:

- a) You have answered ALL questions and signed the Declaration; AND
- b) You or your broker accept our quotation and advise us of the Project start date by e-mail; AND
- c) We confirm by e-mail the inception date of the Policy.

2. Claims

The Policy does not provide cover in relation to events that occurred before the contract of insurance was entered into.

3. Excess

An excess is the sum of money we will not pay in respect of a claim. The Schedule and Policy details the Excesses which may be applicable.

4. Liability assumed under Agreement

This policy does not cover liability which you have agreed to accept unless you would have been so liable in the absence of such agreement.

Applicant Name

Complete the following table and indicate by a percentage estimate against each of the following Categories.

CATEGORY	%	CATEGORY	%
Projects where you only undertake construction works and do not provide any Professional Services	<hr/>	Projects where you provide Professional Services in addition to construction works	<hr/>
Projects where you undertake construction works using in-house designs prepared by your own staff	<hr/>	Projects where you only provide Professional Services (other than project/construction management) and do not undertake any construction works	<hr/>
Projects where you undertake construction works using designs from external architects or engineers	<hr/>	Projects where you only provide project/construction management services and do not undertake any construction works	<hr/>

Number of Employees

Do you have any professionally qualified designers on staff? Yes No

Do you undertake any building works that involve "cutting edge" design or use unconventional materials or building methods? If Yes, please provide details in the space below Yes No

Are you involved in property development or construction works in which you have any form of owners or financial interest? If Yes, please provide details in the space below Yes No

Have you made any Professional Indemnity claims in the last 3 years? If Yes, please provide details in the space below Yes No

Use the space below to provide us with any other information that you feel is material to our decision to accept this risk

DECLARATION

This Declaration must be signed by the intending insured as the Proposer(s). If the intending insured is a company, partnership or other business venture or involves more than one person or entity, then the person signing this declaration must be the one authorised to sign on behalf of all persons/entities identified as the intending insured.

Before completing this document, I/We have read and understood the information herein, including the Important Notices.

The answers given in this document and any other information supplied by the intending insured or by any other party on their behalf, are truthful and accurate.

I/We understand that SURA Construction Pty Ltd are relying on information supplied herein to decide whether or not to accept or reject this risk and that no material information has been knowingly withheld.

I/We acknowledge that by submitting this completed Proposal Form (with any other information) I/ We consent that the insurer may use and disclose my/our personal information in accordance with the "Privacy Statement" at the beginning of this Proposal Form. This consent remains valid until I/We alter or revoke it by written notice.

I/We also undertake to advise any changes to my/our personal information.

SIGNATURE:

DATE:

SIGNATURE:

DATE:
