

External Wall Systems (cladding) Supplementary Questionnaire

BROOKLYN 
UNDERWRITING

About Brooklyn

XL Insurance Company SE , Australia branch, trading as Brooklyn Underwriting, ABN 36 083 570 441 (Brooklyn) is a leading Australian Underwriting Agency. In all respects, Brooklyn acts as an agent of the Insurer and not for You.

Contact details for Brooklyn are:-

**Angel Place, Level 28,
123 Pitt Street, Sydney NSW 2000
t: (02) 8270 1790
w: www.brooklynunderwriting.com.au**

About the Insurer

This insurance is underwritten by Brooklyn for and on behalf of XL Insurance Company SE, Australia branch (the Insurer) in accordance with the Binding Authority Agreement between the two parties. The Insurer is an APRA-authorised insurance company that enables our partners to provide innovative, tailor-made solutions to their clients.

Listed below are the Insurer's current Insurer Financial Strength Ratings:

AM Best	A+
Standard & Poor's	AA
Fitch Ratings	AA
Moody's	Aa3

Your Duty of Disclosure

Before You enter into a contract of insurance with Us, You have a duty under the Insurance Contracts Act 1984 (Cth) to disclose to Us anything that You could reasonably be expected to know is relevant to Our decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance. Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or, in the ordinary course of business, ought to know; or
- as to which compliance with Your duty is waived by Us.

The duty of disclosure applies to You and everyone insured under the contract of insurance. If You, or they, fail to comply with the duty of disclosure, We may reduce Our liability under the contract in respect of a claim.

If the non-disclosure is fraudulent, We may treat the Policy as if it never existed and pay nothing.

It is important that all information provided in support of Your application for insurance is understood by You and is correct, as You will be bound by Your answers and by the information provided by You. If You do not understand any part of this notice, You should obtain independent advice.

Your duty of disclosure continues after Your application for insurance has been completed up until the contract of insurance is entered into.

Non-Disclosure

If You:

- (i) failed to disclose any matter which You were under a duty to disclose to the Us, or
- (ii) made a misrepresentation to the Us before this Policy was entered into and if We would not have entered into this Policy for the same premium and on the same terms and Conditions expressed in this Policy but for the failure to disclose or the misrepresentation then -
 - (a) Our liability in respect of any claim will be reduced to an amount to place Us in the same position in which We would have been placed if such non-disclosure had not occurred or such misrepresentation had not been made; or
 - (b) if the non-disclosure or misrepresentation was fraudulent, We may avoid this Policy.

Privacy Statement

Brooklyn collects personal information in order to provide its various services which include insurance broking, claims management, risk management consultancy, underwriting management, and reinsurance.

If the personal information Brooklyn requests from You is not provided, Brooklyn or any involved third party may not be able to provide the appropriate services.

Brooklyn discloses personal information to third parties who are involved in the provision of Our services. For example, in arranging and managing Your insurance needs Brooklyn may provide information (including sensitive information such as health information) to insurers, reinsurers, other insurance intermediaries, it's advisors such as loss adjustors, lawyers and accountants, and other parties involved in the claims handling process.

By submitting Your Proposal and continuing to deal with Us, You confirm on Your behalf and/or on behalf of those You represent consent to Brooklyn and these parties collecting, using and disclosing personal and sensitive information about You.

Brooklyn has a duty to maintain the confidentiality of its client's affairs which includes their personal information. Our duty of confidentiality applies except where disclosure of Your personal information is with Your consent or required by law.

Brooklyn may make use of Your personal information to provide You with information about its products and services. Simply contact the Brooklyn Privacy Officer on the details below if You would like to:

- Access the personal information Brooklyn holds about You
- Update or correct the information Brooklyn holds about You
- Discuss Your privacy concerns
- Be removed from the mailing list to receive information about Brooklyn products and services

Privacy Officer

XL Insurance Company SE trading as Brooklyn Underwriting

Level 28, 123 Pitt Street

Sydney NSW 2000

t: (02) 8270 1790

e: privacyaustralia@axaxl.com

Important Instructions for Completing this Questionnaire

- All questions must be answered in full. Failure to do so may result in delays in providing a quotation or effecting the insurance.
- Where a Yes/ No response is indicated please tick or cross the applicable box.
- This form must be signed by at least one director of the principal entity seeking insurance who has the authority to sign the proposal form on behalf of all parties to be insured and after all necessary enquiries have been made of the applicable directors and officers.
- Where there is insufficient space to answer any question, or additional documentation or information is required, please provide same by way of a clearly labelled attachment to this proposal form and specify the applicable attachments in the space provided for each question.
- If you require any assistance in completing this proposal form please contact your insurance adviser.
- Some Questions in this Questionnaire use defined terms. The definition of any defined term is specified below;

Definitions

External wall system means any:

- (a) aluminium composite panels (or aluminium composite materials) (ACP/ ACM) having a core comprised of any **combustible material** constituent that is greater than 7%; or
- (b) any continuous insulation of a combustible nature; or
- (c) any other combustible cladding, insulation or façade material of any kind,

including any materials, components or equipment supplied in connection with any of the above.

Combustible material means:

any external cladding or continuous insulation product comprised of thermoplastic or thermoset polymers, including but not restricted to polyurethane (PUR), polyisocyanurate (PIR), expanded or extruded polystyrene (EPS/ XPS) foams or any similarly combustible material.

Building codes means:

- (a) Australian Standards, as published and amended from time to time, by Standards Australia Limited; or
- (b) the National Construction Code, including the Building Code of Australia, or any superseding document, published and amended from time to time, by the Australian Building Codes Board; or
- (c) any conditions of use or application approved by a recognised, and relevant, building standards organisation; or
- (d) any equivalent organisations to those outlines in (a) to (c) above, in any other relevant jurisdiction; or
- (e) any manufactures specifications or instructions in respect of the appropriate application and/ or installation of an **external wall system** provided that such specifications or instructions are not contrary to any of (a) to (d) above.

Residential property means a single and freestanding residential dwelling having no greater than 2, above ground levels, including ground level.

Section 1 - Proposer's Details

- 1.1 Please state the full name of all corporations, partnerships or other entities to be insured, including all subsidiary companies and trading names (referred to collectively as "the Proposer").

Entities not declared in this question will not be included in any insurance contract.

- 1.2 After appropriate inquiry, has the Proposer been engaged to provide any professional services where any **external wall system** has been used in respect of any building project other than a **residential property** (as defined in this Questionnaire)

Yes No

If Yes, please continue to Q1.3 and complete this Questionnaire.

If No, please proceed to Section 4 (Declaration).

- 1.3 After appropriate inquiry, has the Proposer been engaged to provide any professional services where any **external wall system** has been used in respect of any building project of 3 or more levels (including the ground level), either new or a refurbishment?

Yes No

If Yes, please provide details in Section 3 of this Questionnaire.

- 1.4 After appropriate inquiry, does the Proposer have any knowledge of any building project of 3 or more levels (including the ground level), either new or a refurbishment, where an **external wall system** has been installed?

Yes No

If Yes, please provide details in Section 3 of this Questionnaire.

- 1.5 After appropriate inquiry, does the Proposer anticipate providing any professional services in respect of any **external wall system** in the next 18 months?

Yes No

1.6 For any building project declared in Questions 1.3 to 1.5, was the Proposer engaged, or does the Proposer anticipate being engaged, to perform any of the following professional services in respect of any **external wall system**:

Professional Services			Details of Services Provided
Advice, consultancy or research	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Design or Architecture	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Material specification, recommendation or selection	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Construction, fabrication, installation, application or erection	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Certification or other approval of materials or components	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Quantity Surveying	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Building Surveys or Condition Reports	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Project, Construction or Development Management	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Fire Engineering	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Façade Engineering	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Other Services (please describe in detail):	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

1.7 For any building project declared in Questions 1.3 to 1.5, did the **external wall systems** comply with the **building codes** applicable at the time the building project or the Proposer’s contract was completed?

Yes No

If No, please provide details of the non-compliance of any relevant building project, on a separate sheet if necessary:

1.8 If Yes to Q1.7, after appropriate inquiry and considering changes in any applicable regulations since such completion, does the Proposer still consider that the **external wall systems** comply with the **building codes**?

Yes No

Please provide commentary to support your answer:

1.9 If Yes to Q1.7, does the Proposer ensure that **external wall systems** have been appropriately tested and approved in respect of combustibility and fire resistance by one of the following testing organisations?

Underwriters' Laboratories (UL) Yes No

Factory Mutual (FM) Approved Yes No

If No to both of the above, please provide details of procedures the Proposer has in place to appropriately assess the testing and approval in respect of combustibility and fire resistance of **external wall systems**:

1.10 After appropriate inquiry, where consultants, sub-contractors and/ or agents are engaged to provide any professional services in respect of **external wall systems**, does the Proposer insist that all such consultants, sub-contractors and/ or agents hold and maintain professional indemnity insurance that includes professional services provided in respect of **external wall systems**?

Yes No

If Yes, please provide details of how compliance with this requirement is monitored and enforced:

1.11 After appropriate inquiry, has and/ or will the Proposer accept Deeds of Novation (novated contracts or agreements) in respect of contracts for building projects under which professional services for **external wall systems** have been, or may have been, provided?

Yes No

If Yes, please provide details of due diligence procedures the Proposer has in place to appropriately assess and mitigate the potential exposure to **external wall systems**?

Section 2 – External Wall System Claims & Disciplinary Proceedings

- 21 After appropriate inquiry, has the Proposer, or any of their current or former Principals, Partners, Directors or staff members, or any of the Proposer's predecessors, or any prior practice of any present or former Partners, Principals, or Directors, ever been subject to disciplinary proceedings or action for any kind of professional misconduct in respect of **external wall systems**?

Yes No

If Yes, please provide the following details in respect of each matter as a separate attachment?:

- The date of proceedings / action;
- The names of all parties subject to such proceedings or action;
- The name of any complainant and / or regulatory body / authority involved;
- The nature of the proceedings or action including details of any allegations;
- The outcome of the proceedings or action; and
- What steps has the Proposer taken to remedy any negative findings arising from the proceedings or action.

- 22 After appropriate inquiry, has the Proposer, or any of its current or former Principals, Partners, Directors or staff members, or any of the Proposer's predecessors, or any prior practice or business of any present or former Partners, Principals, or Directors ever:

- (a) been subject to any claim made against them arising from any actual or alleged breach of professional duty, dishonesty or breach of any statutory provision in respect of **external wall systems**?

Yes No

- (b) notified an Insurer of any circumstance that may give rise to such a claim?

Yes No

If Yes to either (a) or (b), please provide the following details for each matter as a separate attachment:

- The date the Proposer first became aware of the matter;
- The date the Insurer was first notified of the matter;
- The Insurer's name;
- The name of the claimant or potential claimant;
- A description of the matter;
- The amount paid and / or the estimate of quantum; and
- The status of the matter, whether it is finalised or still outstanding.

Section 3 – Schedule of Cladding System Projects

Project/ Contract's Name & Address	Building Project Type	Proposer's Role	Manufacturer	Type of Cladding/ Insulation	Intended Purpose	Project/ Contract Completion Date	Total Contract Value	Cost of the Cladding Component	Does the building have a compliant internal sprinkler system?	
							AUD	AUD	Yes <input type="checkbox"/>	No <input type="checkbox"/>
							AUD	AUD	Yes <input type="checkbox"/>	No <input type="checkbox"/>
							AUD	AUD	Yes <input type="checkbox"/>	No <input type="checkbox"/>
							AUD	AUD	Yes <input type="checkbox"/>	No <input type="checkbox"/>
							AUD	AUD	Yes <input type="checkbox"/>	No <input type="checkbox"/>
							AUD	AUD	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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							AUD	AUD	Yes <input type="checkbox"/>	No <input type="checkbox"/>
							AUD	AUD	Yes <input type="checkbox"/>	No <input type="checkbox"/>
							AUD	AUD	Yes <input type="checkbox"/>	No <input type="checkbox"/>
							AUD	AUD	Yes <input type="checkbox"/>	No <input type="checkbox"/>
							AUD	AUD	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Section 4 – Declaration

- This proposal form must be signed by at least one Director of the Proposer (preferably the Managing Director or CEO).
- The completion and/ or signing of this proposal form does not oblige the Proposer or any insurer to enter into a contract of insurance.
- I/ We have made due enquiry of the Proposer and its Directors and Officers in respect of all questions in this proposal form and have the authority to sign this proposal form on their behalf.
- I/ We acknowledge that I/ we have read and understood the Important Notices in this proposal form.
- I/ We declare that all statements and responses are true and accurate, and no fact or matter has been misstated, misrepresented or omitted.
- I/ We acknowledge that until a contract of insurance is entered into, I/ we must notify any material change to the facts and/ or matters disclosed in this proposal form.
- I/ We consent to:
 - the use of personal information in accordance with the privacy policy of the insurer; and
 - the disclosure of personal information in accordance with the privacy policy of the insurer.
- If I/ we have disclosed personal information about any other person, I/ we confirm that I/ we are authorised to:
 - disclose to the insurer such personal information and consent to its use in accordance with the privacy policy of the insurer; and
 - the disclosure of such personal information in accordance with the privacy policy of the insurer.

Signature:

Signature:

Name of Authorised Signatory:

Name of Authorised Signatory:

Title / Position:

Title / Position:

Date:

Date: