

ANNUAL CONTRACT WORKS SUMMARY OF KEY CHANGES

This summary is for brokers' information only. It does not form part of the insurance policy and will not be used to assess claims.

Summary of key changes for HAC4 – Effective 06/03/2025

Change Type	What's changed	Detail
Updated Contact information	p.2 Hutch Postal Address	Address updated to 17 Bridge St, Sydney, NSW, 2000
Insurer information	p.2 Updated Syndicate information	Section 1 & 3: Certain underwriters at Lloyds, led by Munich Re Syndicate MRS/457
Document Reference	Wording Version	Hutch Annual Construction Policy Reference changed to HAC4
Wording Update	Updated War and Cyber Operation exclusion	<p>War and Cyber Operation exclusion Notwithstanding any provision to the contrary in this Policy, this Policy does not cover that part of any loss, damage, liability, cost, or expense, of any kind (together "loss"):</p> <ol style="list-style-type: none"> 1. directly or indirectly arising from a War, and/or 2. arising from a Cyber Operation that is carried out as part of a War. or the immediate preparation for a War, and/or 3. arising from a Cyber Operation that causes a State to become an Impacted State. This paragraph 3 shall not apply to the direct or indirect effect of a Cyber Operation on a Computer System used by the Insured or its third-party service providers that is not physically located in an Impacted State but is affected by a Cyber Operation. <p><u>Attribution of a Cyber Operation to a State</u> Notwithstanding the Insurer's burden of proof, which shall remain unchanged by this clause, in determining attribution of a Cyber Operation to a State, the Insured and Insurer will consider such objectively reasonable evidence that is available to them. Further to any legally permissible evidence, this may include formal or official attribution by the government of the State in which the Computer System affected by the Cyber Operation is physically located to another State or those acting at its direction or under its control. For the purposes of this War and Cyber Operation exclusion:</p> <p>Computer System means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility. If there is any inconsistency between definitions of computer system in this exclusion and the Policy, the definition in the Policy shall apply.</p> <p>Cyber Operation means the use of a Computer System by, at the direction of, or under the control of a State to disrupt, deny, degrade, copy, remove, manipulate or destroy information in a Computer System.</p>

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		<p>Essential Service means a service that is essential for the maintenance of vital functions of a State including, but not limited to, financial institutions and associated financial market infrastructure, health services or utility services.</p> <p>Impacted State means any State where a Cyber Operation has had a major detrimental impact on:</p> <ol style="list-style-type: none"> 1. the functioning of that State due to disruption to the availability, integrity or delivery of an Essential Service in that State, and/or 2. the security or defence of that State. <p>State means a sovereign state.</p> <p>War means armed conflict involving physical force:</p> <ol style="list-style-type: none"> 1. by a State against another State, or 2. as part of a civil war, rebellion, revolution, insurrection, military or usurped power, whether War be declared or not.
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Summary of key changes for HAC3

Change Type	What's changed	Detail
Updated Contact information	p.2 Hutch Postal Address p.4 Claims contact email address	Address updated to L8, 17 Bridge St, Sydney, NSW, 2000 We have updated our claims email address claims@hutchunderwriting.com.au . After hours make safe contractors listed on our website.
Additional Insurer information	p.2 Inclusion of Sompo Japan Insurance Inc details	Australian branch of Sompo Japan Insurance Inc is based in Australia with registered address at C/- Littlewoods Services Pty Ltd, Level 21, 264 George Street, Sydney NSW 2000 with ARBN 000 837 801 (incorporated in Japan) and AFSL 530900. Sompo Japan Insurance Inc. is a company incorporated in Japan with registered address at 26-1, Nishi-Shinjuku 1-chome, Shinjuku-ku, Tokyo 160-8338, Japan.
Updated Complaints & Dispute Resolution	p.3 Clarification of escalation process	Direct contact details provided for Section 2 complaints escalations
Update Exclusion	p.10 ACP Exclusion removed and replaced with Cladding Exclusion	<p>Aluminium Composite Panelling</p> <p>The Policy does not cover any, claim, loss, damage, destruction, Compensation, liability, cost or expense of any nature arising out of or in any way connected with the combustion of ACP where such combustion directly or indirectly results from, or is exacerbated by, or due to the application of heat:</p> <p>from any source connected with the Contract Works, or connected with, from or due to anyone allowed on the Contract Site.</p> <p>For the purpose of this exclusion only, "ACP" means Aluminium Composite Panelling of a type which is not approved by relevant authorities for use in new construction work.</p> <p>Is Deleted and replaced with:</p> <p>Cladding</p> <p>The Policy does not cover any claim, loss, damage, destruction, Compensation, liability, cost or expense of any nature arising out of or in any way connected with any external insulation and finishing system, wall panelling, cladding or façade material of any kind, that is:</p> <ol style="list-style-type: none"> not compliant with or does not conform to any relevant legislation, regulation, standard, instructions, ordinance or Building Codes; or installed, applied, specified or utilised in such a manner that is not compliant with or does not conform to any relevant legislation, regulation, standard, instructions, ordinance or Building Codes. <p>For the purpose of this exclusion, Building Codes means:</p> <ol style="list-style-type: none"> Australian Standards, as published and amended from time to time, by Standards Australia Limited; or 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 any conditions of use or application approved by a recognised, and relevant, building standards organisation; or

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		4. any equivalent organisations to those outlines in 1. to 3. above, in any other relevant jurisdiction.
Amended Limit	p.17 Standard maximum value any one item CPE added	CPE maximum of \$5,000 any one item unless the item is declared to, and agreed by Us prior to the Damage occurring.

Summary of key changes for HAC2

Change Type	What's changed	Detail
Deletion of Condition	p.15 We have deleted the notification condition	We have deleted: We shall not be liable for any Damage unless notice has been received by Us within thirty (30) days of its Occurrence. The requirement for notice to be given to Us notice as soon as reasonably practicable remains.
Re-drafting for clarity	p.17 Hired in Plant waiting period	The following clause is deleted: d) in respect of continuing hire charges the Sum Insured specified in the Schedule for Hired-in Charges provided that the period in respect of which payments is made hereunder shall commence forty-eight (48) hours after the Occurrence of the Damage. And replaced with: d) the Limit of Liability specified in the Schedule for Hired-in Charges provided that we shall not cover payments due within forty-eight (48) hours after the Occurrence of the Damage.
Removal of Exclusion	p.22 Deletion of Exclusion 7 Faulty Workmanship	The following clause is deleted: 7 - Faulty workmanship Performing, completing, restoring, repairing, correcting or improving any part or parts of the Contract Works, Business or Products. The words "restoring, correcting, improving" are added to the following clause: 2 – Property Insured 2.2 Any costs or expenses incurred in restoring, correcting, improving, repairing, replacing, or making good any of Your Products; or