

10 Reasons why your Scaffolding client needs Incidental PI / E&O

1. Design or Engineering Advice Error

A scaffolding company provides layout drawings or load calculations for temporary works (for example, façade access or suspended platforms).

Later, it's discovered that the load capacity was incorrectly calculated, leading to scaffold movement or partial collapse.

Even if no one is injured, the builder claims for **delay costs and rectification expenses** due to the alleged professional negligence in the design or advice.

Common causes:

- Miscalculated wind loads
- Incorrect tie patterns or bracing design
- Insufficient documentation or sign-off by an engineer

2. Incorrect Site Supervision or Inspection Advice

The scaffolding company is contracted not only to erect scaffolds but also to **inspect and certify them** weekly. After an incident where trades fall or materials drop, it's alleged that the scaffold was non-compliant at the last inspection, or that inspection reports were incomplete.

The claim focuses on **negligent inspection or certification**, not physical injury (which would fall under Public Liability).

Example allegation:

"Your employee signed off that the scaffold met AS/NZS 1576 standards when couplers were loose and toe boards missing."

3. Delays Caused by Wrong Advice

A scaffolding firm advises the builder that certain scaffolding sections can remain in place during concrete pours or façade work.

Later, it's found this wasn't compliant or safe, causing the builder to **halt work and reschedule** trades.

The builder claims **delay or reprogramming costs** due to reliance on negligent professional advice.

4. Misrepresentation in Tender or Proposal

The scaffolding company provides **incorrect design certifications or technical assurances** in a tender submission (for example, that the system meets a specified load rating or complies with AS/NZS 1576 Part 3).

Once works begin, an engineer identifies non-conformance and demands redesign and reinstallation, triggering a claim for **cost recovery** by the principal contractor.

5. Failure to Obtain Engineer Sign-Off

A client sues the scaffolding contractor for **failure to secure engineering certification** for a complex suspended scaffold. The builder relied on assurances that sign-off was complete before use.

When a WorkSafe audit identifies missing certification, the site is shut down for several days, and the builder seeks **compensation for project delay and reputational loss**.

6. Error in Method Statement or Risk Assessment

The scaffolding company prepares a Safe Work Method Statement (SWMS) or risk assessment for a high-rise façade scaffold.

A subcontractor follows it and an incident occurs because the SWMS omitted reference to a required exclusion zone.

The claim alleges the **documentation was professionally negligent**, even if the scaffold itself was correctly built.

7. Failure to Advise on Load Limits / Change of Use

Scaffold erected for painting is later used by other trades for bricklaying or materials storage.

When deformation occurs, it's claimed the scaffolding company **failed to warn** about load limitations or failed to update design certification once the purpose changed.

This falls within the **duty to provide competent professional advice**.

8. Negligent Documentation or Record-Keeping

After a serious incident, the client alleges that inspection records were falsified or missing, preventing them from defending a SafeWork claim.

The scaffolder is accused of **administrative negligence**, such as poor record control, incomplete inspection logs, or lost drawings.

9. Wrong Advice on Temporary Roof or Weather Protection

The scaffolding contractor designs or advises on a temporary roof system.

High winds cause it to fail, damaging the structure below.

The claim alleges **professional negligence in temporary works design**, often involving both the scaffolder and the consulting engineer.

10. Incorrect Certification for Handover

Scaffold handover certificates are issued prematurely — before completion or without verifying final compliance.

A trade relies on that certificate to access the scaffold, leading to damage or delay.

The claim focuses on the **professional service element** — certifying, advising, or signing off when it was unreasonable to do so.

Remember that even if 100% of design services are contracted out to external, structural engineers, most of the above examples involve the **direct actions** of your client. Even if your client has no involvement whatsoever, and the claim can **eventually** be passed to the external engineers, your client will have to **self-insure their own defence costs** upfront.



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