



BUSINESS PRACTICES PROTECTION INSURANCE TRANSPORT INDUSTRY

NOTICES RELATING TO THE OPERATION OF THIS POLICY

Attention is drawn to Section 21 of the Insurance Contracts Act 1984 (Commonwealth) which provides in relation to the duty of disclosure, as follows:

Subject to this Act, an Insured has a duty to disclose to the Insurer, before the relevant contract of insurance is entered into, every matter that is known to the Insured being a matter that:

- the Insured knows to be a matter relevant to the decision of the Insurer whether to accept the risk, and if so, on what terms, or
- a reasonable person in the circumstances could be expected to know to be a matter so relevant.

The duty of disclosure does not require the disclosure of a matter:

- that diminishes the risk
- that is of common knowledge
- that the Insurer knows or in the ordinary course of business as an Insurer ought to know, or
- as to which the Insurer waives compliance with the duty of disclosure.

Where a person:

- fails to give an answer, or
- gives an obviously incomplete or irrelevant answer to a question included in a proposal form
- about a matter, the Insurer shall be deemed to have waived compliance with the duty of disclosure to the matter.

Attention is also drawn to Section 40 of the Insurance Contracts Act 1984 (Commonwealth).

Section 40 - Certain contracts of liability insurance

This section applies in relation to a contract of liability insurance the effect of which is that the Insurer's liability is excluded or limited by reason that notice of a Claim against the Insured in respect of a loss suffered by some other person is not given to the Insurer before the expiration of the Period of the Insurance cover provided by the contract.

The Insurer shall, before the contract is entered into:

- clearly inform the Insured in writing of the effect of subsection (3); and
- if the contract does not provide insurance cover in relation to events that occurred before the contract was entered into, clearly inform the Insured in writing that the contract does not provide such cover.

Where the Insured gave notice in writing to the Insurer of facts that might give rise to a Claim against the Insured as soon as was reasonably practicable after the Insured became aware of those facts but before the insurance cover provided by the contract expired, the Insurer is not relieved of liability under the contract in respect of the Claim, when made, by reason only that it was made after the expiration of the Period of the Insurance cover provided by the contract.

The Insurer advises the Insured that the effect of the Insured providing notice in writing to the Insurer pursuant to Section 40(3), is that cover under the policy may be available in circumstances where it might otherwise not be available.

THE TERMS AND CONDITIONS of the Policy provide that, if a Claim is made against the Insured or any notice of an intention to make a Claim against the Insured is received or circumstances come to the attention of the Insured which are likely to cause a Claim to be made against the Insured or which the Insured should reasonably expect to cause a Claim to be made against the Insured during the term of this Policy, then the Insured must immediately notify the Underwriters thereof. This notification must be given during the term of the Policy for the Policy to apply.

The time of happening of the acts or circumstances which give rise to a Claim or a possible Claim is not of relevance provided they occur after the Retroactive Date stated on the Policy Schedule and the relevant Limit of Liability is adequate. The obligation of the Insured under the Policy is to communicate to the Insurers during the Period of Insurance a Claim, notice of a possible Claim or circumstances or act which comes to the attention of the Insured and which may give rise to a Claim or which the Insured should reasonably expect may give rise to a Claim as soon as is reasonably possible after such is made, received or has come to the attention of the Insured.

Upon expiry of the Policy no further Claims can be made there under.

Specialist Underwriting Agencies Pty Ltd (ABN 18 010 862 745) give notice that this Policy will be issued under an authority given to Specialist Underwriting Agencies Pty Ltd by Lumley General (ABN 24 000 036 279). Furthermore Specialist Underwriting Agencies Pty Ltd will be acting as agent of Lumley General and not as an agent for the Insured.

BUSINESS PRACTICES PROTECTION INSURANCE TRANSPORT INDUSTRY

GENERAL INFORMATION

What is to be identified in the Schedule as the **Named Organisation**, including all subsidiary and controlled entities:

Where is the **Principal Address** of Named Organisation:

Fully describe the **business and extent of operations** of the Named Organisation, subsidiary and controlled entities:

Which of the following best describes the Named Organisation:

- Publicly Listed Company
 Proprietary Company
 Partnership/Sole Trader
 Other

Please provide the **number of Responsible Persons, Employees and other workers** of the Named Organisation:

Employment Category	Split by Location								
	ACT	NSW	NT	Qld	SA	Tas	Vic	WA	NZ*
Non-working Directors									
Working Directors									
Office Staff									
Drivers/Mechanics									
Contractors/Sub-contractors									
TOTAL									

*New Zealand may be included; however an additional endorsement applies to comply with New Zealand legislation.

Please advise the following for the **preceding 12 months**:

Gross Freight Earnings	Other Income	Payments to Contractors
\$	\$	\$

“Contractor payments” means any payments made to third party contractors and/or sub-contractors

Does the Named Organisation:

- Comply with all **statutory requirements** concerning its employees? Yes No
- **Post all notices** that are required by law in places conspicuous to all employees? Yes No

After specific enquiry of management and staff, is the Named Organisation aware or have knowledge or information of any circumstance in the **last five years** that:

- May have given rise to a **claim** under this proposed insurance? Yes No
- Some time in the future, might give rise to a **claim** under this proposed insurance? Yes No

NOTE: If knowledge or information exists, any Claim arising from this is excluded from the proposed insurance



SECTIONS 1 & 2 – STATUTORY LIABILITY AND DEFENCE COSTS INDEMNITY

Does the Named Organisation:

- Have **Quality Assurance** Certification to ISO 9000 series? Yes No
- Have a manual concerning **Workplace Health & Safety** Procedures? Yes No
- Have a manual concerning **Protection of the Environment**? Yes No
- Have **Trucksafe** or similar accreditation? Yes No
- Have written **Fatigue Management** procedures? Yes No
 - Are these manuals regularly **audited** by external consultants **to ensure compliance** with the relevant Acts of Parliament? Yes No
- Operate in a **radius** outside **750km**? Yes No
 - If **Yes**, please advise the percent of income derived? _____ %
- Derive more than 10% of income from the carriage of **Dangerous Goods**? Yes No
 - If **Yes**, please advise the percent of income derived? _____ %
- Own and/or operate any **Forklifts**? Yes No
- Own and/or operate any **Lifting or Hoisting equipment**? Yes No
 - If **Yes**, please advise the number of units and maximum **lifting/hoisting** capacity

Other than speeding, drink driving & parking offences, in the **last five years**, has the Named Organisation, any of its predecessors in business, any director or any employees had any of the following:

- A **fine or penalty** in excess of \$2,500 imposed by any Government or Regulatory Authority? Yes No
- **Workplace or Environmental incidents** that warranted investigation by a Regulatory Authority? Yes No
- Been required to attend any **hearing, inquiry, prosecution or other commission**? Yes No

*If any of the above have been answered **YES**, please **attach** comprehensive details of the Incidents*

NOTE: If knowledge or information exists, any Claim arising from this is excluded from the proposed insurance

SECTION 3 – EMPLOYMENT PRACTICES LIABILITY

For the preceding 12 months, please advise the **Number of Employees**:

- **Dismissed** by employer _____
- **Made redundant** _____
- **Resigned** voluntarily _____
- Receiving remuneration **over \$100,000** _____

Does the Named Organisation:

- Require dismissals to be reviewed by external solicitors? Yes No
- Periodically have its employment policies, procedures, and forms reviewed by external solicitors? Yes No
 - If a review was conducted, were all recommendations from this review complied with?** Yes No
- Have a Human Resource manager or department? **If not, who handles this function?** Yes No



In the last 3 years, has the Named Organisation, any of its predecessors in business, any director or any employee had any **Employment Practice** issues that would be covered by this proposed insurance? Yes No

If this has been answered YES, please provide comprehensive details of the circumstances.

NOTE: If knowledge or information exists, any Claim arising from this is excluded from the proposed insurance

Do you have or use any of the following?

- Employment Application Yes No
- Employee Handbook incorporating Employee Code of Conduct Yes No
- Procedures for filing complaints/grievances Yes No
- Anti-harassment and discrimination policies Yes No

SECTION 4 – DIRECTORS & OFFICERS LIABILITY (NOT AVAILABLE FOR PUBLIC COMPANIES)

1. Does the Named Organisation have a **surplus** of Assets over Liabilities? Yes No
2. Is the Named Organisation **trading profitably** and able to **meet its debts** as and when they fall due? Yes No
3. Are the Named Organisation's Financial Statements **audited to AASB (Aust Accounting Standards Board)** standards? Yes No
If yes, does the Auditor's statement contain a Qualification? If so, please attach a copy. Yes No
4. Does the Named Organisation:
 - Have a dedicated **Audit Committee**? Yes No
 - Have a dedicated **Compliance Manager** and/or **Committee**? Yes No
 - Have a dedicated **Financial Controller**? Yes No
5. Have any of the Named Organisation's Directors completed an **Aust Institute of Company Directors course**? Yes No
6. In the past 3 years, has the Named Organisation:
 - Been involved in any **merger, acquisition, takeover or divesture**? Yes No
 - Been subject to any **takeover** attempt? Yes No
7. Is any **acquisition, takeover or divesture** being considered at the moment? Yes No

If any of the above has been answered YES, please provide details below. If there is insufficient space, please provide an attachment.

-
8. After specific enquiry of management and staff, is the Named Organisation, or any Director, Officer or Employee aware or have knowledge or information of:
 - Any Claim made against any person party to this Insurance in their **capacity** as a **Director or Person of Responsibility**? Yes No
 - Any act, error or omission that may give or have given rise to a **Claim** under the **Directors & Officers Liability section**? Yes No

If any of the above has been answered YES, please attach comprehensive details of the circumstances. Any Claim arising from matters disclosed above is excluded from the proposed insurance



DECLARATION

It is important that the Named Organisation and all Subsidiaries/Controlled Entities thereof, and the Authorised Director/Executive Officer signing this Declaration on their behalf, are fully aware of the scope of this insurance so that these questions can be answered correctly. If in doubt, please contact your broker as non-disclosure may affect an Insured's and/or the Named Organisation's right of recovery under the insurance or lead to avoidance.

I, the undersigned, being a Director/Executive and/or Responsible Officer of the Named Organisation, hereby declare that:

- I am authorised to complete this Proposal on behalf of the Named Organisation as noted on the Proposal
- All answers to the questions contained in this Proposal are, after enquiry, true to the best of my knowledge & belief; and
- I have read and understood the notices within this Proposal; and
- I understand that submission of this Proposal does not bind either the Insurer or the Named Organisation or any subsidiary companies/controlled entities thereof, to enter into a binding contract of insurance.

Signed: _____

Dated _____

Capacity/Title: _____

Send To: SUA – PO Box 324 Clayfield 4011 Tel 07 3624 9400 Fax 07 3624 9433 Email Info@sua.com.au

