



## BUSINESS PRACTICES PROTECTION INSURANCE 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 thereunder.

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 Wesfarmers General Insurance Limited trading as Lumley Insurance (ABN 24 000 036 279). Furthermore Specialist Underwriting Agencies Pty Ltd will be acting as agent of Lumley Insurance and not as an agent for the Insured.



# BUSINESS PRACTICES PROTECTION PROPOSAL

## GENERAL INFORMATION

1. What is to be identified in the Schedule as the **Named Organisation**, including all subsidiary and controlled entities for which cover is required:

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2. What is the **Occupation** of the Named Organisation

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

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4. Please provide the **actual number of employees** (not full-time equivalent) and other personnel of the Named Organisation:

Employment Category	Split by Location								
	ACT	NSW	NT	Qld	SA	Tas	Vic	WA	NZ
Board members, Directors, Partners & Exec Officers									
Full Time Employees (excluding above)									
Part-time & Casual Employees									
Independent Contractors									
Voluntary Workers (including Work Experience)									

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

Turnover/Revenue \$ \_\_\_\_\_ Contractor Payments \$ \_\_\_\_\_

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

6. 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

7. Does the Named Organisation purchase:

- (a) Directors & Officers Liability (D&O)? Yes  No
- (b) A Management Liability policy, incorporating D&O? Yes  No
- (c) D&O Supplementary Legal Expenses? Yes  No

**NOTE:** *If either of the above is purchased, where possible it will act as an underlying policy.*

We would therefore request the following is **completed in its entirety** so we may ascertain if a **discount** is applicable.

Insurer	Limit of Liability	Policy No	Expiry Date
	\$		
	\$		

YOU MAY COMPLETE ONLY THE SECTION FOR WHICH COVER IS REQUIRED.

## SECTIONS 1 & 2 – STATUTORY LIABILITY AND DEFENCE COSTS INDEMNITY

1. Does the Named Organisation have:

- (a) **Quality Assurance** Certification to ISO 9000 series? Yes  No
- (b) A Workplace or **Occupational Health & Safety Manager**, Department or Co-ordinator? Yes  No
- (c) A manual concerning Workplace or Occupational Health & Safety **Procedures**? Yes  No
- (d) A manual concerning **Protection of the Environment**? Yes  No
- (e) Manuals and/or written procedures regarding compliance with all other Acts of Parliament that govern the Occupation? Yes  No
- o Are these manuals regularly **audited** by external consultants **to ensure compliance** with the relevant Acts of Parliament? Yes  No

2. In the **last five years**, and after specific enquiry of the Named Organisation, Management and Staff, has any proposed Insured had any of the following:

- (a) A **fine or penalty** imposed by Federal, State, Local Government or Regulatory Authority? Yes  No
- (b) Workplace or Environmental incidents that warranted **investigation** by a Regulatory Authority? Yes  No
- (c) A **Compulsory Requirement to attend** any hearing, inquiry, prosecution or other commission? Yes  No

*If any of the above has been answered YES, please provide comprehensive details of the circumstances below.*

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

## SECTION 3 – EMPLOYMENT PRACTICES LIABILITY

1. For the preceding 12 months, please advise the **Number of Directors, Executive Officers and/or Employees** that were:

- **Dismissed** by employer \_\_\_\_\_ ▪ Receiving remuneration **over \$100,000** \_\_\_\_\_

2. Does the Named Organisation:

- (a) Have an **Employee Handbook** incorporating Employee Code of Conduct? Yes  No
- (b) Have Procedures for filing complaints/grievances? Yes  No
- (c) Have Anti-harassment and discrimination policies? Yes  No
- (d) Require dismissals to be **reviewed** by **external** solicitors? Yes  No
- (e) 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

- (f) Have a **Human Resource** manager or department? *If not, who handles this function?* Yes  No

3. In the last 3 years, has any proposed Insured had any **Employment Practice** issues? Yes  No

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

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



## SECTION 4 – DIRECTORS & OFFICERS LIABILITY

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:
  - (a) Have a dedicated **Audit Committee**? Yes  No
  - (b) Have a dedicated **Compliance Manager and/or Committee**? Yes  No
  - (c) Have a dedicated **Financial Controller**? Yes  No
5. Have any of the Named Organisation's Executive Officers 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**? 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 comprehensive details of the circumstance/s below. If there is insufficient space, please provide an attachment.**

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8. After specific enquiry of Management and Staff, is the Named Organisation aware or have knowledge or information of:
  - (a) Any Claim made against any person party to this Insurance in their capacity as a Director or Person of Responsibility? Yes  No
  - (b) 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 provide comprehensive details of the circumstances. If there is insufficient space, please provide an attachment.**

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**NOTE: If knowledge or information exists, any Claim arising from this 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: \_\_\_\_\_



## PRIVACY STATEMENT

Lumley Insurance and Specialist Underwriting Agencies Pty Ltd (**we, us, our**) collect information about you to process, assess and verify your application and claims you may make; administer and manage the products or services we provide; and provide you with information about other products or services that may be of benefit to you. We handle all personal information we collect in accordance with the National Privacy Principles. A copy of the Code may be obtained from office of the Federal Privacy Commissioner.

If you do not provide the information sought by us, it may affect our ability to provide you with and administer our products or services. As an Insured you have a duty under insurance law to disclose all relevant information. Please refer to your application form for further details of this duty, and the consequences of not complying with it.

If reasonable and practicable, we will only collect your personal information from you, but from time to time we may also collect it from other persons and entities.

We may disclose your personal information to:

- our agents and contractors who provide financial, legal and administrative services;
- mailing houses and document service providers;
- financial institutions and reinsurers;
- claims investigators and assessors;
- insurance industry reference bodies and industry complaint tribunals;
- our local and overseas related entities;
- Government agencies including the Australian Taxation Office;
- law enforcement agencies, where we suspect unlawful activity;
- the Lumley Internal Disputes Resolution Committee.
- someone else or another entity where we collect your personal information from that person or entity.

You can request access at any time to personal information we hold about you. You may ask us at any time to correct this information where you believe it is incorrect or out of date. You may be charged the reasonable expenses incurred in giving you any information you have requested (such as searching and photocopying costs).

You can request a copy of our Privacy Policy or make a complaint about the privacy of your personal information by contacting:

**Lumley's Privacy Officer at:**

**or**

**Specialist Underwriting Agencies' Privacy Officer**

Lumley Insurance  
309 Kent Street,  
SYDNEY NSW 2000

Specialist Underwriting Agencies Pty Ltd  
255 Sandgate Road ,  
ALBION QLD 4010

PO Box 324  
CLAYFIELD QLD 4011

Telephone (02) 9248 1111  
Facsimile (02) 9248 1122

Telephone (07) 3624 9400  
Facsimile (07) 3624 9433

If you have a complaint, an officer with appropriate authority will deal with it. For details of the way in which Lumley handle complaints please refer to their brochure, "A Guide to Resolving Complaints". If you remain dissatisfied with the way in which your complaint is handled we can advise you of how to take your complaint to the Lumley Internal Disputes Resolution Committee. If you are not satisfied with a determination of the Committee you may refer your complaint to the office of the Federal Privacy Commissioner.

By completing the application form you consent to us collecting, using, disclosing and handling your personal information in accordance with this Privacy Statement, whether collected via the form or any other form completed now or in the future. You also agree that where you have supplied information (such as a name) about any other person, you will tell that other person that you have provided the information to us and show the person this document