



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



GENERAL INFORMATION

1. Please identify the **Named Organisation**, including all subsidiary and controlled entities:

2. What is the **Principal Address** of Named Organisation:

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

4. Is **any change** to the nature of the business intended or being considered? *If yes, please provide details* Yes No

5. Which of the following best describes the Named Organisation:

- Publicly Listed Company
 Proprietary Company
 Government owned or Statutory Body
 Co-operative
 Non Profit Organisation
 Registered Club
 Partnership/Sole Trader
 Other

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
- Purchase Directors & Officers Liability? Yes No

Insurer

Limit of Liability
\$

Policy No

Expiry Date

EMPLOYMENT INFORMATION

1. Please provide the **number of employees** and other workers of the Named Organisation:

Employment Category	Split by Location								
	ACT	NSW	NT	Qld	SA	Tas	Vic	WA	NZ
Directors/Partners (including voluntary board members), Executive officers & Full-time Employees									
Part-time, Casual & Temporary Employees (including Labour Hire)									
Independent Contractors									
Voluntary Workers (including Work Experience)									
TOTAL									

2. Approximately what **staff change** does this represent in comparison with **Last Year**? _____ %



FINANCIAL INFORMATION

1. 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

- 2. Does the Named Organisation have a surplus of Assets over Liabilities?
3. Is the Named Organisation trading profitably and able to meet its debts as and when they fall due?
4. Are the Named Organisation's Financial Statements audited to AASB standards?
If yes, does the Auditor's statement contain a Qualification? If so, please attach a copy.

SECTIONS 1 & 2 – STATUTORY LIABILITY AND DEFENCE COSTS INDEMNITY

1. Does the Named Organisation have:

- Quality Assurance Certification to ISO 9000 series?
Industry specific accreditation?
A manual concerning Workplace Health & Safety Procedures?
A manual concerning Protection of the Environment?
If yes, are these manuals regularly externally audited to ensure compliance with the relevant Acts of Parliament?

2. In the last five years, has the Named Organisation, any of its predecessors in business, any Director or any Employee:

- Been prosecuted by a Regulatory Authority and/or fined for a breach of any Federal, State or Local Government Legislation?
Had any Workplace or Environmental incidents that warranted investigation by any Regulatory Authority?
Been required to attend any hearing, inquiry, inquest or other commission?
Become aware of any circumstances that may result in a Claim under the Statutory Liability and/or Defence Costs Indemnity sections?

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

SECTION 3 – EMPLOYMENT PRACTICES LIABILITY

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

- Dismissed by employer _____ Receiving remuneration over \$100,000 _____

2. Does the Named Organisation:

- Require dismissals to be reviewed by external solicitors?
Periodically have its employment policies, procedures, and forms reviewed by external solicitors?
If a review was conducted, were all recommendations from this review complied with?
Have a Human Resource manager or department? If not, who handles this function?

3. In the last 3 years, has the Named Organisation, any of its predecessors in business, any Director or any Employee:

- Had any allegations of Unfair, Unlawful or Wrongful Dismissal
Had any Workplace or Sexual Harassment, Bullying or other Employment Practice issues that would be covered by this proposed insurance?
Aware of any other Incident that may give rise to a Claim under the Employment Practices Liability Section?

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



SECTION 3 – EMPLOYMENT PRACTICES LIABILITY (CONT'D)

4. Does the Named Organisation 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 dedicated **Audit Committee**? Yes No
 - Have a dedicated **Compliance Manager** and/or **Committee**? Yes No
 - Have a dedicated **Financial Controller**? Yes No
2. Have any of the Named Organisation's Directors completed an **AICD course**? Yes No
3. 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
4. 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.

5. 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:

- a) I am authorised to complete this Proposal on behalf of the Named Organisation as noted on the Proposal
- b) All answers to the questions contained in this Proposal are, after enquiry, true to the best of my knowledge & belief; and
- c) I have read and understood the notices within this Proposal; and
- d) 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 General Insurance Limited 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 General Insurance Limited 309 Kent Street, SYDNEY NSW 2000		Specialist Underwriting Agencies Pty Ltd 255 Sandgate Road , ALBION QLD 4010 PO Box 324 CLAYFIELD QLD 4011 Telephone (07) 3624 9400
Telephone (02) 9248 1111 Facsimile (02) 9248 1122		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