



## 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 AXIS Specialty Australia (AXIS), a branch of AXIS Specialty Europe Limited (ARBN 131 203 122). Furthermore Specialist Underwriting Agencies Pty Ltd will be acting as agent of AXIS Specialty Australia (AXIS), a branch of AXIS Specialty Europe Limited (ARBN 131 203 122) 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:

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

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

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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									
<b>TOTAL</b>									

\*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](mailto:Info@sua.com.au)**



# PRIVACY STATEMENT AND AUTHORITY

## About Your information

At SUA and AXIS we collect, use and store personal information that is necessary to provide and manage the products or services we offer, develop and identify products and services that may interest You and to conduct market or customer satisfaction research.

We disclose personal information to third parties when necessary to assist us and them in providing and managing the relevant services and products. We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it. You authorise SUA to collect, use, store and disclose Your personal information for these purposes.

You also give express authority for SUA to, wherever applicable:

- obtain details of any insurance held by You now or in the past, or any claims experience under that insurance, whether with AXIS or another organisation, which may be relevant to the acceptance of Your application or proposal, or to the resolution of a claim; and
- collect, use, store and disclose Your personal information that amounts to sensitive information under the Act, as required to provide and manage the relevant product or service.

## Personal information about others

If we give You personal information, You and Your representatives must only use it for the purposes to which we agree. Where relevant, You must meet the requirements of the Privacy Act 1988 when collecting, using, disclosing and handling personal information on our behalf. You must also ensure that Your agents, employees and contractors meet the above requirements.

When You give us personal information about other individuals, we rely on You to have made or make them aware that You will or may provide their information to us and the types of third parties we may provide it to, the relevant purposes we, the insurers and the third parties will use it for, and how they can access it. If it is sensitive information we rely on You to have obtained their consent on these matters. If You have not done or will not do either of these things, You must tell us before You provide the relevant information.

If You provide us with personal information or make an application for insurance to us, we will consider You have accepted the terms and conditions of this Privacy Statement unless You tell us in writing otherwise. You can also withdraw Your consent at any time by advising us in writing.

If You do not agree to the above we may not be able to provide You with our services or products. If You wish to request access or correction to the information we hold about You, opt out of receiving materials we send, or request a copy of our privacy policy, then contact the:-

The Privacy Manager,  
AXIS Specialty Australia,  
Level 21, 45 Clarence Street, Sydney 2000

Further information about AXIS' privacy policy is available at [www.axiscapital.com.au](http://www.axiscapital.com.au).

or

The Privacy Manager,  
Specialist Underwriting Agencies Pty Ltd,  
255 Sandgate Road, Albion 4010

Further information about SUA's privacy policy is available at [www.sua.com.au](http://www.sua.com.au).

If You are not satisfied with any response from our Privacy Officer then You are advised that complaints can be made to the Office of the Federal Privacy Commission.