
Specialist Underwriting

Agencies Pty. Ltd.

Business Practices Protection.



Proposal Form

**Underwritten by
Specialist Underwriting Agencies Pty Ltd**

ACN 010 862 745
ABN 18 010 862 745
AFSL 231104

For and on behalf of
Lumley General Insurance Limited

ABN 24 000 036 279

Lumley
General

BUSINESS PRACTICES PROTECTION INSURANCE

NOTICES RELATING TO THE OPERATION OF THIS POLICY

- A. Attention is drawn to Section 21 of the Insurance Contracts Act 1984 (Commonwealth) which provides in relation to the duty of disclosure, as follows:
- (1) 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:
 - (a) 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
 - (b) a reasonable person in the circumstances could be expected to know to be a matter so relevant.
 - (2) The duty of disclosure does not require the disclosure of a matter:
 - (a) that diminishes the risk
 - (b) that is of common knowledge
 - (c) that the Insurer knows or in the ordinary course of business as an Insurer ought to know, or
 - (d) as to which the Insurer waives compliance with the duty of disclosure.
 - (3) Where a person:
 - (a) fails to give an answer, or
 - (b) gives an obviously incomplete or irrelevant answer to a question included in a proposal formabout a matter, the Insurer shall be deemed to have waived compliance with the duty of disclosure to the matter.
- B. Attention is also drawn to Section 40 of the Insurance Contracts Act 1984 (Commonwealth).

Section 40 - Certain contracts of liability insurance

- (1) 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.
- (2) The Insurer shall, before the contract is entered into:
 - (a) clearly inform the Insured in writing of the effect of subsection (3); and
 - (b) 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.
- (3) 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.

- C. 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.

- D. 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.

COVERAGE REQUIRED

- Statutory Liability Insurance Defence Costs Indemnity Employment Practices Liability

AGGREGATE LIMIT OF LIABILITY (any one claim & aggregated any one period)

- \$1,000,000 \$2,000,000

GENERAL INFORMATION

1. (a) Who is to be identified in the Schedule as the Named Organisation:

(b) Please list ALL subsidiary and controlled entities for which cover is required under this Policy:

2. What is the Principal Address of Named Organisation:

3. Fully describe the business and extent of operations of the Named Organisation and its 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. Is the Named Organisation or its subsidiary and/or controlled entities a:

- Public Listed Company Proprietary Company Government or Statutory Corporation
 Non Profit Organisation Other _____

6. (a) What was the date of incorporation for the Named Organisation? _____

(b) How long has the client continually conducted business? _____

(c) Has the Named Organisation traded under any other name? Yes No

If yes, please provide details.

7. For each of the last 3 years, please advise the following:

	Last 12 months	12 –24 months previous	24-36 months previous
Turnover	\$ _____	\$ _____	\$ _____
Wages	\$ _____	\$ _____	\$ _____
Contractor payments	\$ _____	\$ _____	\$ _____

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

8. (a) Please provide the number of employees and other workers of the Named Organisation:

Employment Category	Split by State								
	ACT	NSW	NT	Qld	SA	Tas	Vic	WA	Total
Directors									
Executive Officers									
Full-time white collar Employees									
Full-time blue-collar Employees									
Part-time & Casual Employees									
Independent Contractors									
TOTAL									

(b) How many full- time equivalent staff were there Last Year _____

(c) How many full- time equivalent staff were there 2 yrs Previous _____

9. Is the Named Organisation *and its subsidiary and/or controlled entities*:

(a) Trading profitably? Yes No

(b) Solvent and able to meet its debts as and when they fall due? Yes No

(c) Have a surplus of assets over liabilities as at the last financial reporting period? Yes No

If you have answered No to any of the above, please attach additional information.

10. Please state the details of the hereunder listed insurances that the Named Organisation currently purchases:

Class of Insurance	Insurer	Limit of Liability	Expiry Date	Policy No.
Employment Practices Liability				
Directors' & Officers' Liability				
Supplementary Legal Expenses				
Statutory Liability				

11. Has any Insurer ever declined to renew, or imposed restrictive conditions on any similar Insurance? Yes No

If yes, please provide details:

SECTIONS 1 & 2 – Statutory Liability and Defence Costs Indemnity

1. Does the Named Organisation:

(a) Have any marine or aviation activities within Australia including Aust. Coastal Waters? Yes No

(b) Manufacture or use of any toxic, chemical or hazardous substances? Yes No

(c) Have or applied for any licence to pollute? Yes No

If yes, please provide details

2. Did the Named Organisation or its subsidiary and/or controlled entities receive a merit bonus or a penalty adjustment to their Workers Compensation premiums at last renewal? Discount
Penalty
 Please answer in respect of each State or Territory in which there are operations. N/A
3. Has the Named Organisation attained any of the following?
 (a) Quality Assurance Certification to ISO 9000 series, or industry specific accreditation particular to workplace and/or environmental procedures Yes No
 (b) Certification to verify compliance with the Privacy Amendment (Private Sector) Act 2000? Yes No

If yes to any of the above, please provide details

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4. Does the Named Organisation have or use any of the following?
 (a) Workplace Health & Safety Procedures manual Yes No
 (b) A manual concerning Protection of the Environment Yes No
5. (a) In the last 3 years, has the Named Organisation, any of its predecessors in business or any individual seeking cover under this proposed Policy had any of the following:
 (i) A fine or penalty imposed by Federal, State, Local Government or other statutory authority? Yes No
 (ii) Workplace or Environmental incidents that warranted investigation by any Regulatory Authority? Yes No
 (iii) Been required to attend any hearing, inquiry, prosecution or other commission? Yes No
- (b) After specific enquiry of management and staff, is the Named Organisation aware or have knowledge or information of any circumstance in the last three years that:
 (i) May have given rise to a Statutory Liability or Defence Costs Indemnity claim under this proposed insurance? Yes No
 (ii) Might give rise to a Statutory Liability or Defence Costs Indemnity claim under this proposed insurance? Yes No

If Yes to any of the above, please attach comprehensive details of the circumstances

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

SECTION 3 – Employment Practices Liability				
1.	Please advise the following:	Last 12 months	12-24 months ago	24-36 months ago
	No of employees dismissed by employer			
	No of employees made redundant			
	No of employees resigned voluntarily			
	No of employees receiving remuneration over \$80,000			

- (b) Does the client anticipate any dismissals or redundancies the next 12 months? Yes No

If yes, please attach details

2. (a) Has the Named Organisation acquired or merged with any Companies in the past 3 years, or are any acquisitions or mergers pending or under consideration? Yes No
- (b) With respect to acquired companies, have any employees or officers been dismissed or made redundant, or anticipated to be made redundant? Yes No
- (c) Has any subsidiary company or controlled entity been sold or ceased trading in the last three years? Yes No

If any of the above have been answered Yes, please provide details

3. Does the Named Organisation:
- (a) Comply with all statutory requirements concerning its employees? Yes No
- (b) Post all notices that are required by law in places conspicuous to all employees? Yes No
- (c) Require dismissals to be reviewed by external solicitors? Yes No
- (d) Periodically have its employment policies, procedures, and forms reviewed by external solicitors? Yes No

If yes, were all recommendations from this review complied with? Yes No

- (e) Have a Human Resource Department? Yes No

If no, who handles this function? Please also describe their background.

4. (a) In the last 3 years, has the Named Organisation, any of its predecessors in business or any individual seeking cover under this proposed Policy had any Employment Practice issues that would be covered by this proposed policy? Yes No
- (b) After specific enquiry of management and staff, is the Named Organisation aware or have knowledge or information of any circumstance in the last three years that:
- (iii) May have given rise to an Employment Practices Liability claim under this proposed insurance? Yes No
- (iv) Might give rise to an Employment Practices Liability claim under this proposed insurance? Yes No

If Yes to any of the above, please attach comprehensive details of the circumstances

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

5. Do you have or use any of the following?
- (a) Employment Application Yes No
- (b) Employee Handbook incorporating Employee Code of Conduct Yes No
- (c) Procedures for filing complaints/grievances Yes No
- (d) Anti-harassment and discrimination policies Yes No

This proposal is for a **CLAIMS MADE** Policy. This means that the Policy responds to:

1. Claims first made against you during the Period of Insurance, and
 2. Events of which you become aware during the Period of Insurance that could give rise to a future claim, provided you notify the Insurer during the period of insurance of the circumstances of such events.
- When the Policy expires, no Claims can be made on the policy even though the incident giving rise to the Claim may have occurred during the Period of Insurance.
- It is therefore advisable to renew the insurance policy each year on a Claims Made basis with retroactive cover for past activities.

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 Officer of the Named Organisation, hereby declare that:

1. I am authorised to complete this Proposal on behalf of the Named Organisation and all subsidiary companies/controlled entities thereof;
2. All answers to the questions contained in this Proposal are, after enquiry, true and correct to the best of my knowledge and belief; and
3. I have read and understood the notices within this Proposal; and
4. 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.

Capacity: _____

Signed: _____

Dated _____

Privacy Statement

Lumley General Insurance Limited and Specialist Underwriting agencies Pty Ltd (**we, us, our, Lumley**) 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 General Insurance Information Privacy Code. A copy of the Code may be obtained from the Insurance Council of Australia.

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.

Lumley 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;
- where we suspect unlawful activity;
- the Privacy Compliance Committee;

where we collect your information from someone else, or another entity then we may disclose any of your personal information to 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 access to your personal information, 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, 255 Sandgate Road,
Sydney NSW 2000

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

Specialist Underwriting Agencies Pty Ltd

ALBION QLD 4010
PO Box 324
CLAYFIELD QLD 4011
Telephone (07) 3862 2471
(07) 3262 1347

If you have a complaint you can be assured that 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 Problems". 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 Privacy Compliance Committee. If you are not satisfied with a determination of the Committee you may refer your complaint to the Privacy Commissioner.

By completing the our 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.