

MOTOR TRADE LIABILITY INSURANCE PROPOSAL FORM

PLEASE ENSURE THAT ALL QUESTIONS ARE ANSWERED.

1. THE INSURED						
Contact Name:						
Business Name:						
ABN:						
Address:						
	State:		Postcode:			
Website:						
Phone Number:						
2. BUSINESS INFORMATION						
Number of years in continuous business.						
If new business, please provide previous business experience.						
Please provide full details of all activities to be insured under this policy.						
Number of persons engaged in business.						
Annual gross salaries/wages			\$			
From:	DD/MM/YYYY	To:	DD/MM/YYYY			
4. COMBINED LIABILITY POLICY						
Public Liability	<input type="checkbox"/> \$5 million	<input type="checkbox"/> \$10 million	<input type="checkbox"/> \$20 million			
Products Liability	<input type="checkbox"/> \$5 million	<input type="checkbox"/> \$10 million	<input type="checkbox"/> \$20 million			
5. OPTIONAL EXTENSIONS						
DRIVING RISK						
<input type="checkbox"/> Not Required	<input type="checkbox"/> \$30,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$100,000	<input type="checkbox"/> \$200,000	<input type="checkbox"/> \$250,000	<input type="checkbox"/> \$500,000

RECTIFICATION OF FAULTY WORKMANSHIP		<input type="checkbox"/> Yes	<input type="checkbox"/> No
\$10,000 each loss or series of losses arising out of one event; limited to \$10,000 in respect of all losses suffered during the policy period			
AUTHORISED VEHICLE INSPECTION STATION		<input type="checkbox"/> Yes	<input type="checkbox"/> No
a) Authorised Vehicle Inspection & Evaluations (Property Damage or Personal Injury) \$500,000 in respect of all losses suffered during the policy period b) Authorised Vehicle Inspection & Evaluations (excluding Property Damage or Personal Injury) \$50,000 each loss or series of losses arising out of one event \$100,000 in respect of all losses suffered during the policy period			
TOWING / TRANSPORTATION COVER (LIABILITY ONLY)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
\$250,000 each loss or series of losses arising out of the one event \$250,000 in respect of all losses suffered during the policy period			
NEGLIGENCE OF CONTRACTORS / SUB-CONTRACTORS		<input type="checkbox"/> Yes	<input type="checkbox"/> No
6. DETAILS OF PREMISES			
Do you require Property Owners/Occupiers Liability cover in relation to your Business?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If YES, please provide details of premises occupied for the purpose of conducting the Business.			
7. ANNUAL TURNOVER			
Description of Product/Work	Actual Turnover (past 12 months)	Estimated Turnover (next 12 months)	
Tyre & Wheel Retailing – including fitting	\$	\$	
Tyre & Wheel Wholesaling	\$	\$	
Auto Wrecker	\$	\$	
Car Washes and Valeting	\$	\$	
Exhausts	\$	\$	
Fuel and Oil Transport	\$	\$	
Mechanical Repair	\$	\$	
Diesel Mechanics	\$	\$	
Other After Market Services	\$	\$	
Panel Beating	\$	\$	
Parts Importing	\$	\$	
Petrol Station	\$	\$	

Towing	\$	\$
Windscreen Repair and Fitting	\$	\$
Other(s) (please specific below)		
•	\$	\$
•	\$	\$
Total	\$	\$

Percentage of Turnover by State							
Please provide the approximate split of your activities (as a %) in the following locations:							
ACT	NSW	NT	QLD	SA	TAS	VIC	WA
%	%	%	%	%	%	%	%
Are you eligible for the NSW Small Business Stamp Duty Exemption?						<input type="checkbox"/> Yes	<input type="checkbox"/> No

8. CONTRACTORS / SUB-CONTRACTORS / LABOUR HIRES

a) Do you use Contractors/Sub-contractors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If YES, please advise Estimated Annual Payments.	\$	
Activities undertaken:		
Do you ensure that contractors/sub-contractors have their own liability insurance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If YES, do you insist on minimum limit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If YES, what is the limit?	\$	
b) Do you use the services of any labour hire personnel/companies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If YES, please advise Estimated Annual Payments.	\$	
Activities undertaken:		
c) Do you hire out any of your employees to third parties on a labour hire basis?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If YES, please advise Estimated Annual Payments.	\$	
Activities undertaken:		

9. IMPORTING

Do you directly import tyres?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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If YES, please advise:

a) Where do you import tyres from?

b) What percentage % of turnover is derived from imported tyres?	%	
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c) Are the manufacturer of the tyres certified to distribute tyres in Australia?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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d) Does the manufacturer meet the Australian Standards & ISO Certification?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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e) Do you maintain rights of recourse against the manufacturer?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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f) Do you have a formal safety review / quality control process?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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If YES, please provide full details.

10. CONTRACTUAL LIABILITY

Do you assume liability under contract or hold others harmless (other than lease liability)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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If YES, please provide full details and attach copies of all agreements.

Note: This insurance does not cover such liability unless agreed by the Insurer.

11. ASBESTOS

Have you ever or are you likely to produce, import, install or remove all products or substances containing asbestos?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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If YES, please provide full details.

12. CLAIMS AND LOSS EXPERIENCE

a) Have you had any claims / incidents in the last 5 years?

☐ Yes

☐ No

If YES, please provide details below.

Date	No of Claims Reported	Amount paid & Outstanding	Applicable Excess	Description
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	

b) After investigation, are you aware of any circumstances which could give rise to a claim under the proposed Policy and which are not mentioned above?

☐ Yes

☐ No

If YES, please provide full details.

c) Have you had any Statutory Fines or Penalties in the last five years?

☐ Yes

☐ No

If YES, please provide full details.

13. PREVIOUS INSURANCE HISTORY

After investigation have you ever had any:

a) Insurance declined or cancelled?

☐ Yes

☐ No

b) Renewal refused?

☐ Yes

☐ No

c) Special conditions imposed?

☐ Yes

☐ No

d) Increased excess imposed?

☐ Yes

☐ No

e) Claims denied for this class of insurance?

☐ Yes

☐ No

If YES to any of the above, please provide full details.

14. CURRENT INSURER DETAILS

a) Insurer:	
b) Expiry:	
c) Limits:	

DECLARATION (to be signed by authorised Director(s) or Officer(s) of the Insured)

I/We declare and agree that:

- (a) I/We are aware of the duty of disclosure to Victor Insurance Pty Ltd (Victor Insurance) and insurers and confirm that all of the information and answers given in this proposal form and any accompanying documents is complete and accurate.
- (b) I/We are authorised on behalf of the proposed insured to make this Declaration.
- (c) I/We have read and understood the Important Information contained in this proposal form.
- (d) I/We consent to Victor Insurance and insurers collecting, using and disclosing personal information as set out in the Privacy Notice in the Important Information contained in this proposal form.
- (e) I/We understand that up until a contract of insurance is entered into, I/We are under a continuing obligation to immediately inform Victor Insurance and insurers of any change in information and answers given in this proposal form and any accompanying documents.
- (f) I/We understand that no insurance is in force until such time as Victor Insurance has confirmed acceptance of the proposed insurance.
- (g) I/We acknowledge that if a contract of insurance is entered into, this proposal form and any accompanying documents will form the basis of the contract of insurance.

Signature of Applicant:		Date:	DD/MM/YYYY
Title/Position			

Important Information

General Notices

INSURANCE CONTRACTS ACT 1984 (CTH) DUTY OF UTMOST GOOD FAITH AND CONSUMER INSURANCE CONTRACTS – DUTY TO TAKE REASONABLE CARE AND OTHER INSURANCE CONTRACTS – DUTY OF DISCLOSURE

All insureds owe the insurer a duty of utmost good faith and integrity in all dealings with the insurer. It is a reciprocal duty that applies to the insurer as well as to you, preventing either party from doing anything which is unfair or unreasonable in contravention of the duty. If you fail to act in accordance with the duty of utmost good faith then to the extent permitted by law, the insurer may refuse your claim, cancel your policy, or both.

The Act provides an additional duty as follows:

- if your insurance policy is obtained wholly or predominantly for the personal, domestic or household purposes (e.g. personal accident, sickness, travel, medical indemnity, consumer credit, personal and domestic property, home or car insurance and life); or your insurer has opted in to the contract being a consumer insurance contract (in accordance with the relevant rules) then your duty is set out below in the following Consumer Insurance Contracts – Your Duty to Take Reasonable Care Not to Make a Misrepresentation to the Insurer notice; and
- in all other situations, your duty is set out below in the Duty of Disclosure - Other Insurance Contracts

Consumer Insurance Contracts

Your Duty to Take Reasonable Care not to make a misrepresentation to the Insurer

What is the duty?

All persons who will be an insured covered by the insurance (referred to as you, your) have a legal duty to take reasonable care not to make a misrepresentation to the insurer.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. For example, a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

The insurer will not treat something as a misrepresentation merely because you failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Answering the insurer's and our Questions

Your answers to the insurer's and our questions help the insurer to decide whether to provide you with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering the insurer's and our questions:

- you must take reasonable care to make sure your answers are true, honest, up to date and complete in all respects. You may breach the duty if you answer without any care as to its truth or if you only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for you, the insurer will treat their answers as yours. In such a case you should check the questions have been answered correctly on your behalf by them.

When does the duty apply until?

This duty applies until the time the insurer agrees to issue you with insurance for the first time. It also applies where you are applying to renew, extend, vary or reinstate your insurance, up until the time the insurer agrees to this.

If you have made a statement and this changes before the end of the above relevant time you must tell us about this change before the time ends.

What happens if you breach the duty?

If you do not meet the duty, to the extent permitted by law, the insurer may reject or not fully, or only partly pay your claim. The

insurer may also, or as an alternative, cancel your insurance or if the misrepresentation was fraudulent, treat it as if it never existed.

A misrepresentation made knowingly by you without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

How is it determined if there has been a breach of your duty?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether you have taken reasonable care not to make a misrepresentation:

- the type of this consumer insurance contract and its target market;
- explanatory material or publicity produced or authorised by the insurer e.g. advertising material;
- how clear, and how specific, were any questions asked by the insurer;
- how clearly the insurer communicated to you the importance of answering those questions and the possible consequences of failing to do so;
- whether or not an agent was acting for you; and
- whether the contract was a new contract or was being renewed, extended, varied or reinstated.

The insurer must also take account of any particular characteristics or circumstances about you which it was aware of, or ought reasonably to have been aware of.

DUTY OF DISCLOSURE – OTHER INSURANCE CONTRACTS

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. You have a duty to tell us anything that you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

If we ask you questions that are relevant to the insurer's decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You do not need to tell us anything that reduces the risk insured, is common knowledge, the insurer knows or should know as an insurer or the insurer waives your duty to tell them about.

If you do not tell us something

If you do not tell us anything you are required to, the insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both. If your failure to tell us is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

DUTY OF DISCLOSURE - SUBSIDIARY AND ASSOCIATED COMPANIES

Cover which is arranged for subsidiary and/or associated companies in addition to named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

TARGET MARKET DETERMINATION (TMD)

If you are interested in the Target Market Determination for your retail policy(s) you can access this via our online portal which provides access to the insurer TMD by policy class at

[Target Market Determinations \(marsh.com\)](https://www.marsh.com/TargetMarketDeterminations)

NSW STAMP DUTY EXEMPTION

From 1 January 2018, some small businesses with an aggregated annual turnover of less than \$2 million may be exempt from NSW stamp duty on commercial motor vehicle, commercial aviation, occupational indemnity or public/product liability insurance policies. (*aggregated turnover is your Australia wide annual turnover plus the annual turnover of any businesses that are your affiliates or are connected with you). To apply for an exemption or a refund please contact us for a copy of the 'NSW Insurance Duty - Small Business Exemption Declaration Form' if one has not been provided to you.

NEW CLAIMS / UNREPORTED LOSSES

Any quotation provided is based on the understanding that there will be no deterioration in the claims experience between the date of the quotation and the inception date of the cover. If claims do occur during this period, we have the right to revise the terms quoted or even withdraw our quotation.

COMPLAINTS NOTICE

What to do if you have a Complaint

- If you are dissatisfied with Victor Insurance's service in any way, contact Victor Insurance and Victor Insurance will attempt to resolve the matter in accordance with Victor Insurance's own internal dispute resolution procedure, a copy of which is available upon request. In the first instance, you should address any concern or complaint to the representative servicing your account. Alternatively, you may contact Victor Insurance's Complaints Officer on (03) 9603 2338 or email complaints.australia@marsh.com.
- If your representative is unable to resolve your complaint, or if you are dissatisfied with the response, it will be escalated to Victor Insurance's Complaints Officer to investigate and take appropriate action. You will be advised within 30 days of Victor Insurance's decision. If the matter is complex and a longer period is required, you will be informed.
- If you are not satisfied with Victor Insurance's final decision, you may be able to refer your complaint to the Australian Financial Complaints Authority (AFCA). AFCA's role is to assist consumers and small business resolve disputes with financial service providers, including trustees, their broker, or their insurance company. Third party motor vehicle claimants who are uninsured can also access AFCA.

If you have any query about whether your complaint can be handled within AFCA's rules or you wish to contact them, their contact details are:

Phone: 1800 931 678 (free call);

Email info@afca.org.au;

Online: www.afca.org.au; and

Mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria, 3001

PRIVACY NOTICE

Victor Insurance Pty Ltd (ABN 11 146 607 838) and our associated entities (we, our, us) value the privacy of your personal information and we are committed to handling your personal information in a responsible way in accordance with the Australian Privacy Principles (APPs) and the Privacy Act 1988 (Cth). Full details of how, when and from where we collect, hold, use and disclose personal information is available in our Privacy Policy located at <https://www.victorinsurance.com.au/privacy-policy>. Our Privacy Policy also contains information about how you may complain about a breach of the APPs and our complaint handling process.

In the course of performing our business activities including providing insurance and risk services such as arranging insurance

policies and advising on insurance options, reinsurance, managing claims or consulting on other risks for our clients and those of our associated entities, insurers and other insurance intermediaries we (and our authorised agents) may collect or disclose your personal information from or to other persons to the extent required to perform such activities, which may include:

- a person authorised by you;
- a third party such as your employer or the policyholder of a group insurance policy under which you are an insured;
- our employees, authorised representatives, associated entities and contractors and other business support service providers for the purposes of the operation of our business;
- insurers, reinsurers;
- other insurance intermediaries and premium funders;
- persons involved in claims such as solicitors, assessors, repairers, builders, investigators, your employer or medical practitioners and rehabilitation providers;
- suppliers and other third parties with whom we have commercial relationships for business, marketing and related purposes; or
- government bodies, regulators, ombudsmen and dispute resolution bodies such as the Australian Financial Complaints Authority, law enforcement agencies and any other parties where required or authorised by law.

We may also collect and disclose your personal information for other purposes as outlined in our Privacy Policy, which includes marketing activities. We will only use and disclose your personal information for a purpose permitted by law or that you would reasonably expect. We will request your consent for any other purpose.

When you give us personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes for which we use it, the types of third parties we disclose it to and how they can access it (as described in this notice). If it is sensitive information, we rely on you to have obtained their consent to these matters. If you have not done these things, you must tell us before you provide the relevant information.

If you do decide not to provide us with the information required we may not be able to provide a service or arrange a product.

Your personal information may be disclosed to our associated entities, service providers, insurers, reinsurers and other insurance intermediaries located in countries outside of Australia. The countries this information may be disclosed to will vary from time to time, but may include the United Kingdom, the United States, Canada, India and Malaysia for business support services and international insurance market hubs in Bermuda, Brazil, China, Dubai, Hong Kong, Ireland, Japan, Singapore, South Korea, United Kingdom, and the United States. We take reasonable steps to ensure that overseas recipients of your information do not breach the privacy obligations relating to your personal information.

By providing us with personal information you and any other person you provide personal information for, consent to us collecting, holding, using and disclosing any personal information including for the purposes explained and to the persons and authorised third parties identified. You may modify or withdraw your consent at any time by contacting our Privacy Officer (whose details are provided below). If you do not give us consent or subsequently modify or withdraw your consent, we may not be able to provide you with the products or services you want.

If you have any questions or comments in relation to Privacy or if you wish to access your personal information or update it please contact our Privacy Officer by:

Email – privacy.australia@marsh.com

Phone – (02) 8864 7688

Post – PO Box H176, Australia Square NSW 1215

Policy Specific Notices

EVENTS OCCURRING PRIOR TO COMMENCEMENT

Some policies provide cover on an 'occurrence' basis. Your attention is drawn to the fact that such policies do not provide indemnity in respect of events that occurred prior to commencement of the contract.

NOT A RENEWABLE CONTRACT

Where all or part of the policy provides cover on a claims made basis, this policy or part of the policy will terminate on the date indicated. We emphasise that such a policy is not a renewable contract. If you require similar insurance for any subsequent period, you will need to complete a new proposal so that terms of insurance and quotation/s can be prepared for your consideration prior to the termination of the current policy.

CLAIMS MADE DURING THE PERIOD OF INSURANCE

Where all or part of the policy provides cover on a claims made basis any claims first made against you AND reported to the insurer during the period of insurance are covered irrespective of when the act causing the claim occurred, subject to the provisions of the Prior and Pending Litigation Date stated in the Schedule.

Please note the effect of Section 40(3) of the Insurance Contracts Act 1984. If you become aware of facts that may give rise to a claim, and you give written notice to the insurer of those facts as soon as possible (and before the policy period expires), then the insurer may not deny liability for that claim, when made, solely because it was made after the expiry of the policy period.

For this reason, you must advise the insurer in writing of all incidents that may give rise to a claim against you without delay after such incidents come to your attention and prior to the policy's expiry date.

As such this policy will not provide indemnity for claims, or possible claims, notified after the policy expires.

VICTOR LLOYD'S PLACEMENT

Victor Insurance Pty Ltd acts under the terms of a binding agreement with certain underwriters at Lloyd's. This means they act on behalf of the insurer and not for the insured and they enter into the contract on the insurers behalf.

LLOYD'S PLACEMENTS & COMPLAINTS

Lloyd's has given us authority to effect the contract of insurance with certain underwriters at Lloyd's. The insurer's obligations under contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscription. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Any complaint relating to a policy placed with Lloyd's underwriters involves a two stage claims handling process. Stage One requires you to refer your complaint to the Lloyd's insurance intermediary (i.e. the cover holder) or the administrator handling your claim in the first instance. If this is Victor Insurance, our Complaints Notice provided above provides further information. In most instances this should resolve your grievance.

If this does not resolve the matter or you are dissatisfied with the way your complaint has been dealt with in Stage One, you have the right to escalate this matter directly to Lloyd's. Contact details for Lloyd's Australia Limited follow:

Telephone: +61 2 8298 0783 Email: ldraustralia@lloyds.com

If the Stage Two process does not resolve your complaint in a manner satisfactory to you, you may refer to the matter to the Australia Financial Complaints Authority (AFCA). For further details about the Lloyd's Australian Policyholders complaints process go to <https://www.lloyds.com/en-au/resources-and-services/make-a-complaint/policyholder-complaint/international-complaints/australia>. Clients not eligible for referral to AFCA, may be eligible for referral to the Financial Ombudsman Service (UK). For further information please contact Lloyd's in the UK at complaints@lloyds.com or telephone +44(0)2073275693.

VICTOR INSURANCE PTY LTD

Victor Insurance Pty Ltd ABN 11 146 607 838 (Victor Insurance) is an underwriting agency and Authorised Representative (No. 403803) of Marsh Pty Ltd (ABN 86 004 651 512, AFS Licence No. 238083) (Marsh). Victor Insurance is a subsidiary of Marsh, which is a business of Marsh McLennan.

This insurance is underwritten by Victor Insurance under an authority to bind cover on behalf of the insurer. In such capacity, they are acting solely as an agent of the applicable insurance company and are paid compensation by the insurance company for the services they perform as an underwriting manager. They receive commission paid to them by the insurer as a percentage of the insurance premium paid by you before stamp duty, fire services levy, GST and any other government charges, taxes, fees or levies. They will also receive from the insurer a share of the underwriting profits generated from the business introduced to the insurer. All commissions and fees include GST and are incorporated within the cost of the product.