SURA MOTOR DEALERS

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SURA MOTOR DEALERS

MOTOR DEALERS PACKAGE POLICY QUOTE FORM

Clear Form

IMPORTANT NOTICES

The information you provide in this document and through any other documentation, either directly or through your insurance broker, will be relied upon by the insurers to decide whether or not to accept your insurance as proposed and if so, on what terms.

Every question must be answered fully, truthfully and accurately. If space is insufficient for your answer, please use additional sheets, sign and date each one and attach them to this document.

If you do not understand or if you have any questions regarding any matter in this document, including these Important Notices, please contact us or your insurance broker before signing the Declaration at the end of this document. Unless we have confirmed in writing that temporary cover has been arranged, no insurance is in force until the risk proposed has been accepted in writing by us and you have paid or agreed to pay the premium.

DUTY OF DISCLOSURE

This Policy is subject to the Insurance Contracts Act 1984 (Act). Under that Act You have a Duty of Disclosure.

Before You take out insurance with Us, You have a duty to tell Us of everything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms. If You are not sure whether something is relevant You should inform Us anyway.

You have the same duty to inform Us of those matters before You renew, extend, vary, or reinstate Your contract of insurance. The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time).

If anything changes between when the answers are provided to Us or disclosures are made and the Relevant Time, You need to tell Us.

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- reduce the risk;
- are common knowledge;
- We know or, in the ordinary course of Our business, ought to know; or
- We have indicated We do not want to know.

If You do not comply with Your duty of disclosure, We may be entitled to:

- reduce Our liability for any claim;
- cancel the contract;
- refuse to pay the claim; or
- avoid the contract from its beginning, if Your non-disclosure was fraudulent.

CLAIMS MADE POLICY

Section 8 – Tax Audit and Section 9 - Occupational Liability are issued on a "claims made and notified" basis. This means that these sections of the Policy responds to:

- Claims first made against you and notified to the Insurer during the policy period arising from events after any retroactive date on the policy, and
- Events of which you first become aware during the policy period that could give rise to a future claim provided that you notify the Insurer during the policy period of the circumstances of such events and they arose after any retroactive date on the policy.

When the policy expires, no claims can be made on the policy even though the event giving rise to the claim may have occurred during the policy period.

PRIVACY

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), which will ensure the privacy and security of your personal information.

The information provided in this document and any other documents provided to us will be dealt with in accordance with our Privacy Policy. By executing this document you consent to collection, use and disclosure of your personal information in accordance with our Privacy Policy. If you do not provide the personal information requested or consent to its use and disclosure in accordance with our Privacy Policy, your application for insurance may not be accepted, we may not be able to administer your services/products, or you may be in breach of your duty of disclosure.

Our Privacy Policy explains how we collect, use, disclose and handle your personal information including transfer overseas and provision to necessary third parties as well as your rights to access and correct your personal information and make a complaint for any breach of the APPs.

A copy of our Privacy Policy is located on our website at www.sura.com.au
Please access and read this policy.

If you have any queries about how we handle your personal information or would prefer to have a copy of our Privacy Policy mailed to you, please ask us.

If you wish to access your file please ask us.

AGENT OF INSURERS

In arranging this insurance, SURA Motor Dealers is acting under an authority given to it by insurers, and is acting as the agent of the insurer and not as your agent.

GENERAL INSURANCE CODE OF PRACTICE

We proudly support the General Insurance Code of Practice.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The Code aims to improve:

– the quality, comprehension and accuracy of policy documents and other information provided to consumers;
– employee and agent training and supervision;
– Claims handling and dispute resolution.

For further information on the Code, please visit www.codeofpractice.com.au or alternatively You can request a brochure on the Code from Us.

Please answer questions fully, use block letters and tick appropriate boxes

Licensed Broker | AFSL

Contact Name | Phone

Email | Date

Insured Name

Number of Employees | Full Time | Part Time

LOCATIONS

1.

2.

3.

4.

5.

6.

Postal Address

State | Postcode

PERIOD OF INSURANCE

a) Commences 4pm on / / and ends 4pm on / / local standard time.

b) Any subsequent period for which the Insured shall pay and the Insurer(s) shall agree to accept a renewal premium.

SECTIONS

Please provide a quotation for the following sections:

☐ **Section 1** – Industrial Special Risks

☐ **Section 2** – Crime

☐ **Section 3** – Hail Damage to Vehicles

☐ **Section 4** – Commercial Motor Composite

☐ **Section 5** – Broadform Public/Products Liability

☐ **Section 6** – Equipment Breakdown

☐ **Section 7** – Inland Transit

☐ **Section 8** – Tax Audit

☐ **Section 9** – Occupational Liability

SECTION 1 – INDUSTRIAL SPECIAL RISKS

DECLARED VALUES (IN ACCORDANCE WITH THE BASIS OF SETTLEMENT)

SECTION 1A (PROPERTY DAMAGE)

All Insured Property	$

SECTION 1B (CONSEQUENTIAL LOSS)

Gross Profit	$
Payroll (if not included in Gross Profit)	$
Increased Cost of Working	$

OPTIONAL COVER 1B

Rent Receivable	$
Claim Preparation Costs	$
Customer's Premises	$
Supplier's Premises	$

LIMIT(S) OF LIABILITY

The amount specified in the schedule as a limit or a sub-limit or other maximum amount payable by us under the policy

Section 1A – Property Damage	$
Section 1B – Consequential Loss	$

OPTIONAL COVER 1A

Glass (Replacement Value)	Included
Removal of Debris	$

Directors and Employees Property on premises

a) limit any one person	$
b) limit all persons (any one loss)	$

Away from premises (tools only)

a) limit any one person	$
b) limit all persons (any one loss)	$
Express Carriage Rates and Extra Payments	$
Costs and Expenses of Enquiry	$
Boiler and Pressure Plant Explosion	$
Fusion	$
Watercraft	$

SECTION 1A ONLY - PROPERTY DAMAGE

Accidental Damage (unspecified peril)	Included
Landscaping	$
Extra Cost of Reinstatement	$
Flood	$

SECTION 1B ONLY - CONSEQUENTIAL LOSS

Additional Increased Cost of Working	$
Accounts Receivable	$

Limit(s) cannot exceed 15% of Consequential Loss limit of liability.

SECTION 1 – INDUSTRIAL SPECIAL RISKS (CONT)

PERIOD OF INDEMNITY

Period: ☐ 6 months ☐ 12 months ☐ 18 months ☐ 24 months

UNINSURED WORKING EXPENSES (APPLICABLE ONLY TO THE DEFINITION OF GROSS PROFIT)

- Purchases less discounts allowed
- Advertising and promotion (in excess of 60 days)
- Bad debts
- Demonstration expense
- Equipment and vehicle maintenance
- Floor plan interest (in excess of 60 days)
- Others (as specify):
- Inventory control/freight
- Maintenance and policy work
- Pre delivery
- Payroll (gross)
- Sub-let (in excess of 20%)
- Warranty/policy adjustments
- Free service

PAYROLL LIMIT(S)

Payroll Definition: Salaries, Wages, Commissions, Bonuses, Holiday Pay, Long Service Leave, Workers Compensation, Accident Compensation Levies, Insurance, Superannuation, Pay-roll Tax, Value of Fringe Benefits and all other payroll related additives.

1. 100% for weeks
2. % for weeks
3. Option to Consolidate (as defined) weeks

STANDARD EXCESS(ES)

The Insured shall bear the following amount(s) in respect of each loss or series of losses arising out of any one event

1. Earthquake, subterranean fire or volcanic eruption

a) $20,000, or

b) an amount equal to 1% of the total asset value where the damage occurs, whichever is the lesser

2. Requested Excess(es)

Malicious damage – any one vehicle (capped at 5 vehicles)	$
Accidental Damage – any one event	$
Directors / Employee tools – any one person	$
Flood (if included)	$
Employee Dishonesty (if included)	$
Named Cyclone	$
Losses other than above	$

Note: Should more than one excess apply under this policy for any claim or series of claims arising from the one event, such excess shall not be aggregated – the highest single level of excess only shall apply.

UNDERWRITING INFORMATION

1. Current Insurer
2. Current Insurance Broker
3. Insured principally sells:
   a. Motor Vehicles ☐ New ☐ Used
   b. Motor Cycles ☐ New ☐ Used
   c. Trucks ☐ New ☐ Used
   d. Other (please specify)
4. Floor Plan Financier(s) (identify)
5. Describe perils insured (if any) by Floor Plan(s)

SECTION 1 – INDUSTRIAL SPECIAL RISKS (CONT)

6. Value of Insured's stock bailment finance limit from Floor Plan provider(s) $

7. Is cover required for Insured's Bailment Stock? ☐ Yes ☐ No

   If yes, please specify sum insured $

8. Number of vehicles under bailment

9. Value of Insured's stock (own equity) $

10. Number of own vehicles

11. Split of Business activity (Based on Turnover):

Vehicle Sales	%	Vehicle Service	%
Spare Parts	%	Finance & Insurance	%
Administration	%	Other (Describe)	%

12. Does the dealership offer retail motor products/CTP Greenslips? (Warranty, Gap Insurance, CCI, etc.) ☐ Yes ☐ No

Number of New Vehicles	Number of Used Vehicles

RISK DETAILS (1) SCHEDULE OF PROPERTY TO BE INSURED (NOT TO BE INCLUDED IN POLICY)

SITUATION(S)	BUILDING(S)	STOCK PARTS/ ACCESSORIES	STOCK NEW VEHICLES	STOCK USED VEHICLES*	PLANT AND ALL OTHER PROPERTY	TOTAL
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL

SECTION 1A TOTAL DECLARED VALUE

* Stock Used Cars includes Customers and Consignment Vehicles.

SECTION 1 – INDUSTRIAL SPECIAL RISKS (CONT)

RISK DETAILS

Note: if multi-situations please advise for each

CONSTRUCTION

Walls:	☐ Concrete	☐ Brick	☐ Metal	☐ Other
Floor:	☐ Concrete	☐ Timber	☐ Metal	☐ Other
Roof:	☐ Concrete	☐ FC/AC	☐ Metal	☐ Other
Frame:	☐ Concrete	☐ Timber	☐ Metal	☐ Other
Height:	☐ Single Storey	☐ Multi Storey		
Condition of Premises:		☐ Good	☐ Fair	☐ Poor

SECURITY

Intruder Alarm in operation?	☐ Yes	☐ No	☐ Local	☐ Monitored
Monitoring of alarm is via	☐ Dedicated line	☐ Securitel line	☐ Digital dialer	
Who responds to alarm?	☐ On site security	☐ Security company		
	☐ Other:			
Areas alarmed?	☐ External doors	☐ Interior	☐ Safe	
	☐ Other:			

Is there a safe on premises?	☐ Yes	☐ No
Are yards protected by fences/bollards/chains?	☐ Yes	☐ No
Are entry points and driveways protected?	☐ Yes	☐ No
Exterior security lighting?	☐ Yes	☐ No
Security?	☐ Yes	☐ No
Permanent night watchman?	☐ Yes	☐ No
Are vehicle keys kept in office during trading hours?	☐ Yes	☐ No
Are vehicle keys kept in safe/security cabinet outside trading hours?	☐ Yes	☐ No

FIRE PROTECTION

Automatic fire sprinklers?	☐ Yes	☐ No
Automatic fire/smoke detectors?	☐ Yes	☐ No
Fire hydrants?	☐ Yes	☐ No
Fire hose reels?	☐ Yes	☐ No
Portable fire extinguishers?	☐ Yes	☐ No
If Yes to any to the above, have appliances been serviced within the last 6 to 12 months?	☐ Yes	☐ No

SECTION 1 – INDUSTRIAL SPECIAL RISKS (CONT)

RISK DETAILS – VEHICLE KEY SECURITY

VEHICLES ON DISPLAY IN OPEN YARD/SHOWROOM

Are keys kept in the sales manager's office whilst vehicles are unattended? ☐ Yes ☐ No

Are keys removed from vehicles after business hours and locked away either in a safe or cabinet – daily? ☐ Yes ☐ No

Does the sales manager or responsible executive check and record that vehicles are secured after business hours – daily? ☐ Yes ☐ No

Are new employees advised of these procedures? ☐ Yes ☐ No

If No, please explain procedures:

CUSTOMER'S VEHICLES IN WORKSHOP

Are keys kept in the workshop manager's office whilst vehicles are not being worked on? ☐ Yes ☐ No

Are keys removed from vehicles after hours and locked away either in a safe or cabinet – daily? ☐ Yes ☐ No

Does the workshop manager or management confirm that vehicles are secured after business hours – daily? ☐ Yes ☐ No

Are new employees advised of these procedures? ☐ Yes ☐ No

If No, please explain procedures:

TEST DRIVING OF VEHICLES

Does the dealership keep the photocopy of the driver's licence in a vehicle is being road tested without a sales person in the car? ☐ Yes ☐ No

Does the sales person remove the keys when a customers is left alone in the vehicle? ☐ Yes ☐ No

If No, please explain procedures: ☐ Yes ☐ No

SECTION 2 – CRIME

Please indicate limit required for the following covers:

2A - THEFT

a) Vehicles (any one loss)	$
b) Parts and accessories attached to a vehicle (limit any one loss)	$
c) All other property	$

2B - MONEY

a) In transit or locked safe	$
b) On premises outside business hours out of locked safe	$
c) Other losses	$

2C - EMPLOYEE DISHONESTY

a) Any one person	$
b) Aggregate limit for all claims during any one period of insurance	$

ADDIIONAL BENEFITS

Directors and Employees Property on premises

a) Limit any one person	$
b) Limit all persons (any one loss)	$

Away from premises (tools only)

a) Limit any one person	$
b) Limit all persons (any one loss)	$

EXCESS(ES)

The Insured shall bear the following amount(s) in respect of each loss or series of losses:

Any one vehicle	$
All other losses	$

SECTION 3 – HAIL DAMAGE TO VEHICLES

The term "Motor Vehicle" when used herein shall mean:

All motor vehicles, trailers, boats, motor cycles, motorised homes, motor homes, motor propelled machinery of every kind and description whether registered or unregistered belonging to or being purchased, financed or otherwise acquired or left in the custody of the Insured for sale and/or repair and/or garaging and/or servicing and/or any other purpose in the course of the Insured's Business and/or activities (excluding caravans).

Including:

1. Vehicle accessories (including fire fighting equipment); and
2. providing they are in or on the Vehicle, standard tools supplied by the Vehicle's manufacturer or similar substitutes for them,

but not including:

a. any radio, cassette, compact disc player which is not built in or any speed surveillance detection device;
b. any contents other than fixtures or fittings;
c. any tarpaulins, gates or binders;

	ALL STOCK - OTHER THAN DIC					BAILMENT / FLOORPLAN STOCK (ONLY COMPLETE IF DIFFERENCE IN CONDITIONS COVER IS REQUIRED)					
STREET ADDRESS	VALUE OF VEHICLES "INDOORS"	VALUE OF VEHICLES "UNDER AWNINGS"	VALUE OF VEHICLES "UNDER HAIL NETS"	VALUE OF VEHICLES "FULLY EXPOSED"	TOTAL VALUE OF EQUITY STOCK	VALUE OF VEHICLES "INDOORS"	VALUE OF VEHICLES "UNDER AWNINGS"	VALUE OF VEHICLES "UNDER HAIL NETS"	VALUE OF VEHICLES "FULLY EXPOSED"	TOTAL VALUE OF DIC STOCK	TOTAL VALUE OF ALL VEHICLES
	$	$	$	$	$	$	$	$	$	$	$
	$	$	$	$	$	$	$	$	$	$	$
	$	$	$	$	$	$	$	$	$	$	$
	$	$	$	$	$	$	$	$	$	$	$
	$	$	$	$	$	$	$	$	$	$	$
	$	$	$	$	$	$	$	$	$	$	$

STOCK HELD UNDER COVER OF HAIL NETS

Please note that for the purposes of completing this declaration in respect to hail cover, motor vehicles under hail nets do not qualify as vehicles/stock held under cover. The logic behind this reasoning is that most hailstorms are driven by wind, and as hail netting does not provide any side protection, damage can still be sustained to the vehicles under netting.

In respect to the hail netting known as sails, these are more for presentation rather than risk management, and as gaps and breaks do appear in them, vehicles under this cover are deemed as exposed.

Vehicles that are held under cover contained in buildings or fixed structures are regarded as vehicles/stock under cover and therefore not necessary to be declared. Vehicles under hail nettings must be declared and coverage will be provided where damage is sustained to vehicles under this netting.

POLICY LIMITS

Sum Insured $
(Note: must equal stock value in open, unless First Loss Cover)

Excess $25,000 each & every event

SECTION 4 – COMMERCIAL MOTOR COMPOSITE

The term "Your Vehicle" when used herein shall mean:

Any motor propelled machinery of every kind and description, motor vehicles, trailers, caravans, boats, motor cycles, motorised homes, whether registered or unregistered, belonging to or being purchased, financed or otherwise acquired by you or left in your custody for sale, repair, garaging or servicing or any other purpose in the course of your business.

Including:

1. Vehicle accessories (including fire fighting equipment); providing they are in or on the vehicle; and
2. Standard tools supplied by the Vehicle manufacturer or similar substitutes for them.

Your Vehicle does not include:

a. Any radio, cassette, compact disc, digital versatile disc or other digital media playing or recording device or any speed surveillance detection apparatus or navigation apparatus which is not built into the vehicle;

b. Any contents other than permanent fixture or fittings

c. A trailer or sidecar (other than a trailer or sidecar given cover specifically under this Section or described in the schedule);

d. Any tarpaulins, gates or binders; or

e. Any stock vehicle or customer's vehicle, whilst in, on or about your premises, except when being driven under a trade plate or as part of a test-drive.

PROPERTY INSURED

1. Stock vehicles:
   vehicles defined as Stock in the Insured's books of account anywhere in Australia excluding the Insured's Business Premises

2. All other Vehicles anywhere in Australia including transit by rail or sea.

LIMIT(S) OF LIABILITY

Loss and/or damage to property insured	$
Third party property damage liability	$20,000,000
Dangerous Goods: bodily injury and property damage liability	$1,000,000

REQUESTED EXCESS(ES)

$	any one vehicle (nil windscreen excess)

Plus age and/or inexperienced driver excess (if applicable) add:

$700 16-19 years

$500 20-21 years

$300 22-24 years

$300 If licensed to drive in Australia for a period less than two years (not applicable in addition to age excess).

SECTION 4 – COMMERCIAL MOTOR COMPOSITE (CONT)

Number of company owned vehicles and values intended to be insured as under:

	$0 TO $60,000	$60,000 TO $100,000	OVER $100,000	OVER $100,000 (ACTUAL VALUE AND DESCRIPTION)
Directors, Dealer Principal(s)				
Executive/Managers				
Sales staff				
F & I staff				
Valuers				
Test Drive				
Loan Vehicles				
Service, Parts & Delivery Vehicles				
All other e.g. promotional, non-profit etc				
Trade Plates				

Total Number of vehicles:

Vehicles and values owned privately intended to be insured as under (not included in above):

VEHICLE DESCRIPTION	REG NO.	REGISTERED OWNER	VALUE
			$
			$
			$
			$

GENERAL QUESTIONS

1. Are you aware if anyone comprising the Insured or any employee of the Insured who is likely to drive any vehicle cover by the Motor Composite Policy has, in the last five years:

   a. Been fined / convicted of a traffic offence? ☐ Yes ☐ No

   b. Had a driving licence endorsed, suspended or cancelled? ☐ Yes ☐ No

   c. Had any moving vehicle accidents or fines, or lodged a claim in connection with a motor vehicle? ☐ Yes ☐ No

If Yes to any of the above, state full details:

SECTION 5 – BROADFORM PUBLIC/PRODUCTS LIABILITY

Limit of Indemnity Required: ☐ $5,000,000 ☐ $10,000,000 ☐ $20,000,000

1. Public Liability	$	any one Occurrence
2. Product Liability	$	any one Occurrence and in the aggregate in any one period of insurance
3. Property in Custody or Control of Insured	$	any one Occurrence
4. Reperformance	$10,000	any one claim and limited to $50,000 in the aggregate in any one period of insurance

REQUESTED EXCESS(ES)

$	each and every Claim in respect of Reperformance
$	all other claims

UNDERWRITING INFORMATION

1. Payroll

New & used vehicle sales	$
Part sales	$
Service / repairs	$
All other	$
TOTAL	$

2. Turnover

New vehicle sales	$
Used vehicle sales	$
Parts sales	$
Service/repairs	$
TOTAL	$

3. No. of units sold annually

NEW	USED	WHOLESALE	TOTAL

4. No. of employees

WORKSHOP	AUTHORISED EMPLOYEES ISSUING STATUTORY CERTIFICATES	ALL OTHER	TOTAL (INCLUDING DIRECTORS)

5. Are mechanical repairs carried out? ☐ Yes ☐ No

6. Imports

Do you or any related entity import any products whatsoever? ☐ Yes ☐ No

(if Yes please specify)

NB: We will not cover any Personal Injury or Property Damage under the policy arising directly or indirectly out of Products imported or deemed to have been imported by any Insured, Named Insured or Third Party Beneficiaries.

7. Contractual Liabilities

Have any contracts or agreements been entered into in which insured has assumed the responsibility of another party? ☐ Yes ☐ No

(if Yes please describe)

SECTION 6 – EQUIPMENT BREAKDOWN

INTEREST INSURED/SUM(S) INSURED

In respect of all Machinery and Electrical Plant the property of the Insured and for which the Insured is responsible.

a) Blanket Cover: ☐ Yes ☐ No $

b) Specified Cover: ☐ Yes ☐ No $

In respect of specified Machinery and Electrical Plant as described below

Optional Benefits

Business Interruption – Additional Increased Cost of Working ☐ Yes ☐ No $

BASIS OF SETTLEMENT

- Repair the damaged property; or
- Replace the damaged property with similar (not necessarily new) property of like kind, capacity, size, quality and function; or
- Pay you the lesser of the cost to repair the property or replace the property with similar (not necessarily new) property of like kind, capacity, size, quality and function.

REQUESTED EXCESS(ES)

a) General Policy Excess
Each and every Loss each item.
If more than one item is lost or damaged in one occurrence,
only the highest single excess applicable to such items shall apply. $

b) Spoilage of Perishable Insured Property Excess
Each and every loss $

ADDITIONAL BENEFITS

– Professional Fees	(limit each claim)	$25,000
– Expediting Expenses	(limit each claim)	$25,000
– Temporary Hire Costs	(limit each claim)	$25,000
– Bore Pump Removal	(limit each claim)	$5,000
– Water Damage	(limit each claim)	$50,000
– Hazardous Substances	(limit each claim)	$25,000

SECTION 7 – INLAND TRANSIT

We will cover you against loss or damage to insured property caused directly by an event in the period of insurance while the insured property is in the ordinary course of transit within Australia between a warehouse or place of storage until arrival at either:

1. the premises; or
2. any other place of storage whether prior to or at the nominated destination which you have elected to use for storage, other than in the ordinary course of transit.

We will cover loss or damage to the insured property immediately upon commencement of loading onto the conveying vehicle from the ground immediately adjacent to the conveying vehicle and unloading from the conveying vehicle to the ground immediately adjacent to the conveying vehicle.

We will not cover any period of time during which the insured property is in storage either overnight or otherwise, other than in the ordinary course of transit, except as otherwise provided in this section.

PROPERTY INSURED

1. New & Used Motor Vehicles
2. Customers/consignment property
3. Motor vehicle parts, motor vehicle accessories, tools and equipment and all other property in connection with the business including employees property.

SUM(S) INSURED

1. $	Any one conveyance
2. $	Any one conveyance
3. $	Any one conveyance

REQUESTED EXCESS(ES)

1. $	Any one conveyance
2. $	Any one conveyance
3. $	Any one conveyance

UNDERWRITING INFORMATION

Is Transit Insurance required on new vehicles to and from the Manufacturer or Distributor?	☐ Yes ☐ No
Estimated annual sending (inwards/outwards)	$
Does the Insured's contract with the carrier(s) require the Carrier(s) to arrange Transit Insurance?	☐ Yes ☐ No

If Yes, what are the conditions of carriage?

SECTION 8 – TAX AUDIT

CLAIMS MADE AND NOTIFIED BASIS OF COVERAGE

Some sections of the Motor Dealers Tax Audit Insurance Policy are issued on a 'claims made and notified' basis.

This means that these sections of the policy respond to:

a) claims first made against you during the period of insurance and notified to the insurer during the period of insurance, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/he; and:

b) claims made against you after the expiry of the period of insurance provided that, pursuant to section 40(3) of the Insurance Contracts Act 1984, you have given written notification to the insurer of facts which may give rise to a claim being made against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to the time at which the policy expires. If you give written notification of facts the policy will respond even though a claim arising from those facts is made against you after the policy has expired. Please note that there is no right to obtain this protection under the terms of this policy and the effect of this policy is that you are not covered for such claims made after the expiry of the period of insurance.

We will pay for the professional fees incurred by you in connection with an audit of your financial or tax affairs in respect of your business by the Australian Taxation Office, or by another Commonwealth, State or Territory department, commenced and notified to us in the period of insurance.

We will not cover you under this section unless you:

1) lodge taxation and other returns and pay all taxes within three months of the time limits prescribed by statute or, if an extension is granted by the auditor, within the further period granted;

2) respond to letter, requests and enquiries from the auditor within a reasonable time; and

3) make full and complete declarations of all relevant liabilities, income and capital gains derived by you and of all Commonwealth, State or Territory taxation liabilities due to be paid or remitted by you during each year of income, and all deductions including capital losses or other amounts claimed by you in respect of the same period.

For the purpose of this section, the audit commences at the time you or your professional adviser first receives notice that the auditor proposed to conduct an audit and is completed when:

1) the auditor has given written notice to that effect;

2) the auditor notifies you that it has made a concluded decision about your returns;

3) when the auditor has issued an assessment or amended assessment of your returns; or

4) in the absence of (1), (2) or (3) above where your professional adviser declared in writing that such an audit has been concluded.

LIMIT OF INDEMNITY

☐ $10,000 ☐ $20,000 ☐ $50,000 ☐ $100,000

No. of Persons: No. of Directors:

REQUESTED EXCESS(ES)

$ or 10% of the Professional Fee whichever is the greater

OPTIONAL COVERS

Director Tax Probe ☐ Yes ☐ No

If Director Tax Audit option is required, please individually list the directors below;

1. 2.

3. 4.

Investigation Cover $

Superannuation Cover $

SECTION 8 – TAX AUDIT (CONT)

GENERAL QUESTIONS

1. Does an independent external accountant prepare your financial statements?	☐ Yes ☐ No
2. Do you perform regular procedural reviews or internal audits?	☐ Yes ☐ No
3. Has an Audit by a Commissioner of Taxation been conducted?	☐ Yes ☐ No
4. Have you been fined or penalised in the last 5 years?	☐ Yes ☐ No
5. Have you been notified of a pending or likely Tax Audit?	☐ Yes ☐ No
6. Do you believe or have you any reason to suspect you will be the subject of a Tax Audit?	☐ Yes ☐ No

If Yes to any of the above, state full details (if insufficient space attach separately)

SECTION 9 – OCCUPATIONAL LIABILITY

1. CLAIMS MADE AND NOTIFIED BASIS OF COVERAGE

Some sections of the Motor Dealers Occupational Liability Insurance Policy are issued on a 'claims made and notified' basis.

This means that these sections of the policy respond to:

a) claims first made against you during the period of insurance and notified to the insurer during the period of insurance, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/her; and:

b) claims made against you after the expiry of the period of insurance provided that, pursuant to section 40(3) of the Insurance Contracts Act 1984, you have given written notification to the insurer of facts which may give rise to a claim being made against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to the time at which the policy expires. If you give written notification of facts the policy will respond even though a claim arising from those facts is made against you after the policy has expired. Please note that there is no right to obtain this protection under the terms of this policy and the effect of this policy is that you are not covered for such claims made after the expiry of the period of insurance.

2. RETROACTIVE DATE

If a retroactive date applies to a section of this policy then it means that cover is excluded for any wrongful act occurring or committed prior to the Retroactive Date.

Our policy also contains provisions that exclude cover for any wrongful act occurring or committed by a subsidiary company and it's directors, officers or employees prior to it's acquisition or creation by the Insured.

3. TYPE OF ORGANISATION

What type of organisation is the Company?

☐ ASX listed public company ☐ Proprietary company

☐ Not-for-profit ☐ Company limited by guarantee

☐ Other (please specify):

4. DETAILS OF ULTIMATE HOLDING COMPANY

Is the Company a subsidiary company of another company? ☐ Yes ☐ No

If Yes, please advise name of ultimate holding company, country of registration and website address.

5. DETAILS OF EMPLOYEES, REVENUE AND ASSETS

Please state Company's and its subsidiary companies' employees, revenue and assets as follows

	NUMBER OF EMPLOYEES	TOTAL REVENUE	TOTAL ASSETS	NET ASSETS
AUSTRALIA		$	$	$
ELSEWHERE		$	$	$
TOTAL		$	$	$

6. ROADWORTHY CERTIFICATES

Please state the number of authorised employees who issue roadworthy certificates:

SECTION 9 – OCCUPATIONAL LIABILITY (CONT)

7. DIRECTORS' AND OFFICERS' DETAILS

a. Has any former or current director or officer of the Company or its subsidiary companies (current or past) ever been declared bankrupt? ☐ Yes ☐ No

If "Yes", please provide details of the name of director/ officer and the date declared bankrupt.

b. Has any former or current director or officer of the Company or its subsidiary companies (current or past) ever been a director or officer of an organisation placed in receivership, liquidation or provisional liquidation? ☐ Yes ☐ No

If Yes, please provide details of: Name of Director/Officer, name of organisation, date and details of receivership/ liquidation.

8. OUTSIDE DIRECTORSHIPS

Do any of the directors, officers or employees of the Company or its subsidiary companies hold or have they held (at the specific request of the Company or its subsidiary companies) any outside directorships or positions of equivalent status in any outside entities (whether for or not for profit)? ☐ Yes ☐ No

If Yes, please provide the following details for each outside entity for which Outside Directorship cover is required and attach the latest annual report for each outside entity.

		DETAILS OF ANY DIRECTORS & OFFICERS INSURANCE PROVIDED BY THE OUTSIDE ENTITY		
OUTSIDE ENTITY	COUNTRY OF REGISTRATION	LIMIT	INSURER	POLICY NUMBER

9. MERGERS, ACQUISITIONS AND CAPITAL RAISINGS

a. Has the Company or its subsidiary companies undergone any corporate restructuring in the last 3 years? ☐ Yes ☐ No

b. Has the Company or its subsidiary companies had a reduction in personnel affecting 20% or more of the workforce in a single location within the past 3 years? ☐ Yes ☐ No

c. Does the Insured anticipate any redundancies, staff reductions or facility closures in the next 18 months? ☐ Yes ☐ No

d. Does the Insured have any plans to acquire, sell, dispose of or merge with any company or business in the next 12 months? ☐ Yes ☐ No

e. Is the Insured aware of any proposals relating to the takeover of the Company or its subsidiary companies by another company in the next 12 months? ☐ Yes ☐ No

If Yes, to any of the above please provide details:

10. INSOLVENCY COVER

The policy contains an insolvency exclusion. Do you want the insolvency exclusion removed? ☐ Yes ☐ No

If Yes, please attach a copy of the Company's last annual report and accounts to this Application Form and advise:

a. Since the last annual report and accounts were issued, has there been any significant change in the financial position, capital structure or operation of the Company or its subsidiary companies which might materially affect the financial position in that annual report? ☐ Yes ☐ No

b. Are any of the directors or officers aware of facts or circumstances that might affect the ability of the Company or its subsidiary companies to meet all its debts as and when they fall due? ☐ Yes ☐ No

If Yes, to a) or b) please provide details:

SECTION 9 – OCCUPATIONAL LIABILITY (CONT)

11. CLAIMS HISTORY

For the purpose of answering this question, please note that reference to "Company"includes all of its past and current subsidiaries.

a. Has any claim ever been made or civil, criminal or regulatory proceedings brought against the Company or any director, officer or employee (whether as directors, officers or employees of the Company or any other company), in respect of the risks of the kind to which this Application Form relates? ☐ Yes ☐ No

b. Has any director, officer or employee ever received a notice to attend an official investigation, examination, inquiry or other proceedings ordered or commissioned by an official body or institution, in respect of the risks of the kind to which this Application Form relates? ☐ Yes ☐ No

c. During the last 5 years, has the Company suffered any loss as a result of any dishonest or fraudulent act of any employee, in respect of the risks of the kind to which this Application Form relates? ☐ Yes ☐ No

If you answered Yes to any of the above questions, please provide full details using a separate sheet.

12. KNOWN CIRCUMSTANCES

For the purpose of answering this question, please note that reference to "Company"includes all of its past and current subsidiary companies.

After enquiry, are any of the directors or officers of the Company aware of any act, omission, conduct, fact, event, circumstance or matter which might reasonably be expected to:

a. give rise to a claim or lead to civil or criminal proceedings against the Company or any director, officer or employee? ☐ Yes ☐ No

b. result in the Company or any director, officer or employee being required to attend an official investigation, examination, inquiry or other proceedings? ☐ Yes ☐ No

If you answered Yes to any of the above questions, please provide full details using a separate sheet.

It is agreed that if such facts, circumstances or situations exist, whether or not disclosed, any claim arising from them is excluded from this proposed coverage.

13. CURRENT INSURANCE

a. Does the Insured currently hold any Occupational Liability Insurance, Management Liability Insurance, Directors and Officers Liability Insurance, Employment Practice Liability Insurance, Superannuation Fund Trustee Liability Insurance or Fidelity Insurance? ☐ Yes ☐ No

If Yes, please provide details:

Insurer: Policy Period:

Limit: Excess:

b. Has any insurer, in respect of the risks to which this Application Form relates, ever (due to factors that related to the assessment of the particular risk):

i. declined a proposal, refused renewal or terminated an insurance? ☐ Yes ☐ No

ii. declined an insurance claim by the Insured or reduced its liability to pay an insurance claim in full (other than by application of an Excess)? ☐ Yes ☐ No

If Yes, to i or ii, please provide details:

SECTION 9 – OCCUPATIONAL LIABILITY (CONT)

14. LIMITS AND PERIOD OF INSURANCE

a. Please state Management Liability Limit of Liability required:

☐ $1,000,000 ☐ $2,000,000 ☐ $5,000,000 ☐ $10,000,000

Is Fidelity cover required? ☐ Yes ☐ No

If Yes, please specify limit

☐ $25,000 ☐ $50,000 ☐ $100,000 ☐ Other: Please specify $

b. Please state Errors and Omissions Limit of Liability required:

☐ $1,000,000 ☐ $2,000,000 ☐ $5,000,000 ☐ $10,000,000

c. Is Employment Practice Liability cover required?
(Sub-limit $250,000 in the aggregate in respect of used car dealers) ☐ Yes ☐ No

If Yes, does the Insured have a formal termination of employment policy? ☐ Yes ☐ No

15. OPTIONAL EXTENSION TO COVER COMPANY PECUNIARY PENALTIES

Do you wish to purchase the Company Pecuniary Penalties?
(Sub-limit $250,000 in the aggregate in respect of used car dealers) ☐ Yes ☐ No

If "Yes", Please answer the following:

a. in the past five years has the Company had any fine or penalty or infringement notice (other than for traffic offences) imposed by any Federal,State, Territory or local government or other regulatory authority? ☐ Yes ☐ No

b. in the past five years have there been any incidents or circumstances which could give rise to a fine or penalty (other than for traffic offences) being imposed on the Company by a Federal, State, Territory or local government or other regulatory authority? ☐ Yes ☐ No

If Yes, to a or b please provide details:

16. STAMP DUTY DECLARATION

Please provide a breakdown of revenue by location as follows:

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	OVERSEAS

DECLARATION AND AUTHORISATION

1. Has anyone comprising the insured either alone or jointly with others:

a) Had any insurance declined or cancelled, renewal refused, claim rejected or special conditions imposed by an insurer? ☐ Yes ☐ No

b). In the last three years claimed on any insurance for, or suffered any loss or damage by, any event to be insured by this proposed insurance? ☐ Yes ☐ No

2. Have you or any person insured under this policy:

a) Been declared bankrupt or made an agreement with your creditors? ☐ Yes ☐ No

b) Been convicted of any criminal offence(s)? ☐ Yes ☐ No

3. Are there any special or unusual hazards existing which will increase the likelihood of loss, damage, destruction or liability? ☐ Yes ☐ No

If Yes, to a), b), or c) please give details:

CLAIMS DECLARATION (ALL LOSSES/INCIDENTS APPLICABLE TO ANY/ALL SECTIONS OF COVER

Past three years loss experience:

DATE	EVENT	PAID	O/S
/ /		$	$
/ /		$	$
/ /		$	$
/ /		$	$
/ /		$	
/ /		$	$
/ /		$	$
/ /		$	$
/ /		$	$
/ /		$	$

This Declaration must be signed by the intending insured as the Proposer(s). If the intending insured is a company, partnership or other business venture or involves more than one person or entity, then the person signing this declaration must be the one authorised to sign on behalf of all persons/entities identified as the intending insured.

Before completing this document, I/We have read and understood the information herein, including the Important Notices.

The answers given in this document and any other information supplied by the intending insured or by any other party on their behalf, are truthful and accurate.

I/We understand that SURA Motor Dealers Pty Ltd are relying on information supplied herein to decide whether or not to accept or reject this risk and that no material information has been knowingly withheld.

I/We acknowledge that by submitting this completed Proposal Form (with any other information) I/ We consent that the insurer may use and disclose my/our personal information in accordance with the "Privacy Statement" at the beginning of this Proposal Form. This consent remains valid until I/We alter or revoke it by written notice.

I/We also undertake to advise any changes to my/our personal information.

NAME OF FIRM _____

SIGNATURE _____

(This Proposal is be signed by a Principal, Partner or Director of the Proposed Insured)

TITLE OF SIGNATORY _____

FULL NAME _____

DATE _____