SURA MOTOR DEALERS

LEVEL 14 / 141 WALKER ST
NORTH SYDNEY NSW 2060
PO BOX 1813
NORTH SYDNEY NSW 2059

TELEPHONE. 02 9930 9500
FACSIMILE. 02 9930 9501
SURA.COM.AU

MOTOR DEALERS PACKAGE POLICY RENEWAL QUESTIONNAIRE

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

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

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

Please complete and return the Risk Details Sheet attached

SECTION 4 – COMMERCIAL MOTOR COMPOSITE

Are you aware of 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 12 months:

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

TURNOVER

New vehicle sales	$
Used vahicle sales	$
Parts sales	$
Services/repairs	$
TOTAL	$

NO. OF EMPLOYEES

Workshop	$
Authorised employees issuing statutory certificates	$
All Other	$
TOTAL (INCLUDING DIRECTORS)	$

IMPORTS

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

If Yes, please specify:

* 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.

CONTRACTUAL LIABILITY

Has the client (or representative of the client) entered into a contract, agreement, convenant, treaty, pact or similar in which the insured has knowingly or unknowingly assumed the responsibility for actions taken by another party? ☐ Yes ☐ No

If Yes, please provide full details:

* Please refer to the liability exclusion titled 'Contractural Liability' on pages sixty four and sixty five (64-65) of the Motor Dealers Insurance Solution wording (SMDPKG1.0 06 2018) for the scope of cover.

SECTION 8 – TAX AUDIT

CLAIMS MADE AND NOTIFIED BASIS OF COVERAGE

Some sections of the Motor Dealer 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)

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

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