

Australian Credit Licensee Proposal Form

IMPORTANT NOTICES

Any terms used in this Proposal that are also used in the Policy wording have the same meaning as defined in the Policy wording. Please read the Policy wording to understand the cover we can provide before completing this Proposal.

DUTY OF DISCLOSURE

Before any person/s enter into an insurance policy with us, they have a duty under the *Insurance Contracts Act 1984* to disclose to us every matter that they know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and if so, on what terms.

They have the same duty to disclose those matters to us before they renew, extend, vary or reinstate the Policy.

The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time disclosures are made and the Relevant Time, the person/s need to tell us.

What we do not need to know

A person does not need to tell us about any matter that:

- diminishes our risk;
- is of common knowledge;
- we know or should know in our business as an insurer;
- we tell the person we do not need to know.

Who does the duty apply to?

The duty of disclosure applies in relation to everyone who is insured under the POLICY.

What happens if the duty of disclosure is not complied with?

If the duty of disclosure is not complied with we may cancel the POLICY and/or reduce our liability under the POLICY in respect of a claim. If fraud is involved, we may treat the POLICY as if it never existed and pay nothing.

PLEASE TAKE NOTICE OF THE FOLLOWING STATEMENTS PURSUANT TO THE PROVISIONS OF THE INSURANCE CONTRACTS ACT 1984

“Claims made and notified” general information

The information under this heading is provided for general information purposes only and does not:

- form part of the Policy.
- impose any contractual obligations on any Insured or create contractual rights between us.

Certain insuring clauses in the Policy wording operate on a “Claims made and notified” basis, which means that they:

- cover claims made against the relevant Insured and notified to us in writing during the Period of Insurance.
- do not provide cover in relation to:

AUSTRALIAN CREDIT LICENSEE PROPOSAL FORM

- claims made against an Insured after the expiry of the Period of Insurance even though the event giving rise to the claim may have occurred during the Period of Insurance (unless specified otherwise);
- claims made against an Insured notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
- claims made, threatened or intimated against an Insured prior to the commencement of the Period of Insurance;
- facts or circumstances of which an Insured first became aware prior to the Period of Insurance, and which they knew or ought reasonably to have known had the potential to give rise to a claim under the Policy;
- claims arising out of circumstances noted on the proposal for the current Period of Insurance or on any previous proposal form;
- claims arising from civil, administrative, criminal or regulatory proceeding, investigation, arbitration or adjudication that existed prior to or was pending before the commencement of the Period of Insurance.

If the Insured gives notice in writing to Us of any facts that might give rise to a Claim against them as soon as reasonably practicable after they become aware of those facts but before the expiry of the Period of Insurance, they may have rights under Section 40(3) of the Insurance Contracts Act 1984 (the Act) to be indemnified in respect of any claim subsequently made against them arising from those facts, notwithstanding that the Claim is made after the expiry of the Period of Insurance. Such rights arise under the Act only. The terms of the Policy and the effect of the Policy is that the Insured is not covered for claims made against them after the expiry of the Period of Insurance unless specified otherwise.

UTMOST GOOD FAITH

The Policy is based on the utmost good faith requiring us and the proposer/insured(s) (including third party beneficiaries after the Policy is entered into) to act towards each other with the utmost good faith in respect of any matter relating to the Policy. A failure to comply is a breach of the Insurance Contracts Act 1984.

NOTICES

We will send all notices in relation to the Policy to:

- the Named Insured's nominated insurance intermediary until we receive written notice to the contrary from the Named Insured;

or

- if there is no nominated intermediary, the Named Insured, acting on behalf of all Insureds.

WHAT DO I DO IF I HAVE A COMPLAINT?

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact us in the first instance:

The Complaints Manager,
Arch Underwriting at Lloyd's (Australia) Pty Ltd
Level 10, 155 Clarence Street,
Sydney NSW 2000

Telephone: (02) 8284 8400
Email: complaints@archinsurance.com.au

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: ldraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you

RIGHTS OF OTHER PARTIES

Save as provided under the Insurance Contracts Act 1984, no other party except the you or the Applicant shall be entitled to make a claim or enforce any term of this Policy.

CONFIDENTIALITY

You and the Applicant agree not to disclose the terms, conditions, exclusions or limits of indemnity of the Policy or the amount of premium paid to any third party, except to the extent that you or the Applicant is required to do so by law, or unless we give our prior written consent to such disclosure.

RENEWAL PROCEDURE

Before the Policy expires we will advise you/the Applicant via their intermediary, or the Policyholder, whether we intend to offer renewal and if so on what terms.

This advice also applies for any offer of renewal we may make, unless we tell you otherwise.

It is important that you check the terms of any renewal offer before renewing to satisfy yourselves that the details are correct. In particular, check the maximum Limit(s) of Indemnity (Sub Limit(s) of Indemnity) and Additional Limits of Indemnity amounts and Retention(s) applicable, and to ensure the levels of cover are appropriate.

Please note that you/the Insured need to comply with the duty of disclosure before each renewal.

PRIVACY STATEMENT

Unless the context otherwise provides, in this section 'we', 'our' or 'us' means Certain Underwriters at Lloyd's and Arch Underwriting at Lloyd's (Australia) Pty Ltd and their related entities.

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the Privacy Act 1988 (Cth) (the Act) for full details of what constitutes personal information.

This privacy notice details how we collect, disclose and handle personal information.

Why we collect your personal information

We collect personal information (including sensitive information) so we can:

- identify you and conduct necessary checks;
- determine what service or products we can provide to you e.g. offer our insurance products;
- issue, manage and administer services and products provided to you or others, including claims investigation, handling and settlement;
- improve our services and products, e.g. training and development of our representatives, product and service research and data analysis and business strategy development.

What happens if you don't give us your personal information?

If you choose not to provide us with the information we have requested, we may not be able to provide you with our services or products or properly manage and administer services and products provided to you or others.

How we collect your personal information

Collection can take place through websites (from data input directly or through cookies and other web analytic tools), email, by telephone or in writing.

We collect it directly from you unless you have consented to collection from someone other than you, it is unreasonable or impracticable for us to do so, or the law permits us to.

If you provide us with personal information about another person, you must only do so with their consent and agree to make them aware of this privacy notice.

Who we disclose your personal information to

We share your personal information with third parties for the collection purposes noted above.

The third parties include: our related companies and our representatives who provide services for us, other insurers and reinsurers, our claim management partner(s), your agents, our legal, accounting and other professional advisers, data warehouses and consultants, investigators, loss assessors and adjusters, other parties we may be able to claim or recover against, and anyone either of us appoint to review and handle complaints or disputes and any other parties where permitted or required by law.

We may need to disclose information to persons located overseas who will most likely be located in the United Kingdom. Who they are may change from time to time. You can contact us for details or refer to our Privacy Policy available at our website www.archinsurance.com.au. In some cases we may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas.

More information, access, correction or complaints

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how

such a complaint will be handled, please refer to our Privacy Policy. It is available at our website www.archinsurance.com.au or by contacting us on (02) 8284 8400 EST 9am-5pm, Monday-Friday.

Privacy complaints

We have established a Privacy Complaints Handling Procedure to deal with any complaints you may have about how we have collected, used or managed your personal information. If you would like to make a complaint, please contact:

The Privacy Officer,
Arch Underwriting at Lloyd's (Australia) Pty Ltd,
Level 10, 155 Clarence Street,
Sydney NSW 2000
or email complaints@archinsurance.com.au

Your complaint will be taken seriously and investigated thoroughly.

If you are not satisfied with our final decision, you can direct your complaint to the Federal Privacy Commissioner either on 1300 363 992 (for the cost of a local call anywhere in Australia) or by mail to GPO Box 5218, Sydney NSW 2001.

Your Choices

By providing us with personal information, you and any person you provide personal information for, consent to this use and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us, or persons we have an association with, please contact us.

GENERAL INSURANCE CODE OF PRACTICE

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

This Proposal must be completed by clearly printing in ink by a Director or Executive Officer of the Applicant. All Questions must be answered to enable a quotation to be given. The completion and signature of this Proposal does not bind the proposers or us to complete or enter into a Policy

If there is insufficient space to answer questions, please continue on your headed notepaper and attach it to this form. The questions in this Proposal will enable us to quote in most instances.

APPLICANT OR ORGANISATION DETAILS

Name of Company, sole practitioner or partnership
(Further referred to as 'You/Your' in the proposal form)

**It is essential that you specify the names of all entities, including service companies that you wish to be included under this insurance.*

ABN

Date Your business was established?

Are you registered for GST purposes?

Principal Address

Website address

Do you hold an Australian Credit Licence?

Yes ☐ No ☐

If Yes, please provide your licence number

PARTICULARS OF ALL PRINCIPALS/PARTNERS/DIRECTORS

Name of Principal/Partner/Director	Age	Qualification	Date of Appointment

AGGREGATOR GROUP

Please provide details of any Aggregator group you belong to.

WORKFORCE DETAILS

Type	Number
Qualified Employees	
Non-technical / Administrative Employees	
Your Authorised Credit Representatives	
Total	

AUTHORISED CREDIT REPRESENTATIVES

(Please provide details of Your Authorised Credit Representatives – if any)

Name of Authorised Credit Representative	Date of Commencement
Total	

Are you a member of the Mortgage & Finance Association of Australia ("MFAA")

Yes ☐ No ☐

Has your name ever changed?

Yes ☐ No ☐

If Yes, please provide details below.

Have you ever been purchased by any other business, or amalgamated or merged with any other business?

Yes ☐ No ☐

If Yes, please provide details below.

INCOME CATEGORY	Prior Financial Year	Current Financial Year (estimate)
Fee income (excluding trail commissions)	\$	\$
Income from trail commissions	\$	\$
Other (please provide details)	\$	\$
Total	\$	\$

Please provide details of your Other income (if any):

ACTIVITIES BREAKDOWN AS A PERCENTAGE OF BUSINESS INCOME (LAST 12 MONTHS):

Mortgage / Finance Broker	%
Mortgage Administrator	%
Mortgage Manager	%
Mortgage Aggregator	%
Total	%

Provide details of your Other activities (if any):

LOAN PROFILE ANALYSIS

Please complete the below tables in respect of your total loans placed in the last 12 months

Residential dwellings (less than 3 stories)	%
Commercial and Industrial properties (less than 3 stories)	%
Medium and high rise properties (3 stories and over)	%
Property developments	%
Vehicle finance	%
Business loans, hire purchase, asset finance, balance sheet finance	%
Other – Provide details	%
Total	%

Provide details of your Other activities (if any):

LOAN VALUES
PERCENTAGE OF LOANS

Less than \$500,000	%
\$500,000 to \$1,499,000	%
\$1,499,000 to \$3,000,000	%
Exceeding \$3,000,000	%
Total	%

Please provide details of any loans placed that exceeded \$3,000,000

LOAN TO VALUE RATIO	PERCENTAGE OF LOANS
Less than 80% LVR	%
80% or higher LVR	%
Total	%

LENDERS USED	PERCENTAGE OF LOANS
Banks (Authorised deposit taking institutions)	%
Non-bank lenders	%
Non securitised lenders and Solicitors Funds	%
Total	%

LOAN TYPES	PERCENTAGE OF LOANS
Conforming Loans	%
Non-conforming and/or impaired loans	%
Low Document Loans	%
Total	%

RISK MANAGEMENT DETAILS

You always sight original documents and verify the identity of borrowers?

Yes ☐ No ☐

You always carry out and document assessments of client needs, objectives and borrowing capacity?

Yes ☐ No ☐

You always verify the income and financial situation of borrowers?

Yes ☐ No ☐

You maintain written records of instructions and agreements with all clients?

Yes ☐ No ☐

You always document discussions on rate rises with clients and the impact on their repayments?

Yes ☐ No ☐

You always provide borrowers with a credit guide as and when required under Credit Legislation?

Yes ☐ No ☐

You ensure Your Employees and Authorised Credit Representatives maintain their qualifications and complete a minimum of 20 hours compulsory professional development per annum?

Yes ☐ No ☐

You have a risk management system in place that is enforced and periodically review to identify and mitigate business and regulatory risks?

Yes ☐ No ☐

If you answered **No** to any of the above, please provide explanation here:

CLAIMS HISTORY DETAILS

Has any Insurer ever:

(a) Declined to offer insurance to You or Your Partners, Directors, or Principals (including past partners, Directors or Principals)?

Yes ☐ No ☐

(b) Cancelled or voided any insurance held by Your or any Partner, Director or Principal?

Yes ☐ No ☐

Have You, including any Partners/Directors/Principals or employees and/or any Authorised Credit Representatives:

(a) Been the subject of any disciplinary proceedings for professional misconduct?

Yes ☐ No ☐

(b) Been declared bankrupt?

Yes ☐ No ☐

(c) Held office in a company that was trading while insolvent and/or entered administration/receivership/liquidation?

Yes ☐ No ☐

(d) Been convicted of a criminal offence?

Yes ☐ No ☐

If you answered **Yes** to any of the above, please provide explanation here:

Has any Claim been made against You or any of Your predecessors in business, including any present or former Partners, Directors, Principals, Employees and Authorised Credit Representatives or have any circumstances been notified to insurers which may result in a claim?

Yes ☐ No ☐

If **YES**, please provide the following details in respect of each matter:

Year Of Notification	Insurer	Claimant	Nature Of Claim	Amount Paid Or Estimated Potential Liability	Claim Status: (Finalised Or Outstanding)

Are You or any of Your Partners, Directors, Principals, Consultants, Employees or Authorised Credit Representatives, after enquiry, aware of any circumstances which may give rise to a Claim against You, Your predecessors in business or Partners, Directors, Principals, Consultants or Employees?

Yes ☐ No ☐

If **YES**, please provide further details:

Date of Circumstance	Claimant	Nature of Potential Claim	Amount Claimed/Estimated

Do You currently have a Professional Indemnity Insurance Policy in place?

Yes ☐ No ☐

POLICY DETAILS	
Limit of Indemnity	\$
Amount of Excess	\$
Premium	\$
Expiry Date	
Insurer	

PUBLIC LIABILITY COVER

Do You require a quote for Public & Products liability insurance?

Yes ☐ No ☐

If **YES**:

Do You provide any services that involve manual labour and/pr use of heavy equipment or machinery, including their supervision or direction?

Yes ☐ No ☐

Do You manufacture, import, export, sell or supply any products?

Yes ☐ No ☐

If answer to either of the above questions is **YES**, please provide further details here:

Please select the limit of liability which You require:

\$5,000,000 ☐ \$10,000,000 ☐ \$20,000,000 ☐

DECLARATION

I declare that I have made all necessary inquiries into the accuracy of the responses given in this Proposal and confirm that the statements and particulars provided in it are true and complete and that no material facts have been omitted, misstated or suppressed. I agree that if any of the information given by me or the proposer, alters between the date of this Proposal and the inception date of the insurance to which it relates, I will give immediate notice thereof to the insurer.

I acknowledge receipt of the Important Notices contained in this Proposal and that I have read and understood the content of them, including the duty to take reasonable care not to make a misrepresentation. I agree to the terms of the Privacy Statement. I also acknowledge that the insurance will be provided in whole or in part by overseas insurers.

I confirm that I am legally authorised by the proposer and its partners/principals/directors (if applicable) to complete this Proposal and to accept the quotation terms for this insurance on their behalf.

Name and Title	
Date	
Signature	

HOW TO CONTACT THE UNDERWRITER:

Melbourne: Suite 11.02, Level 11,
360 Collins Street,
Melbourne VIC 3000
P (03) 9629 5444
F (03) 9629 1854

Sydney: Level 10
155 Clarence Street
Sydney NSW 2000
P (02) 8284 8410
F (02) 8088 1024

Email: info@archinsurance.com.au