

# Journey Renewal Proposal Form



## IMPORTANT NOTICES

### INSURANCE CONTRACTS ACT 1984

#### Disclosure

In accordance with the provisions of the *Insurance Contracts Act 1984* insurers are required to advise you of your responsibilities in relation to the disclosure of relevant information.

Unless the context otherwise provides, in this section:

- 'WE', 'OUR' or 'US' means the INSURERS who are certain Underwriters at Lloyd's; and
- 'YOU', 'YOUR', 'YOURS' or 'YOURSELF' means the POLICY HOLDER and COVERED PERSONS.

#### 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.

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## UTMOST GOOD FAITH

The POLICY is based on the utmost good faith requiring US and the proposer/YOU (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*.

## PRIVACY STATEMENT

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* 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; and
- 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.

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. In some cases WE may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they

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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](http://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 at Lloyd's (Australia) Pty Ltd, 155 Clarence Street, Sydney 2000 or email [complaints@archinsurance.com.au](mailto: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.

#### **When completing this Proposal Form**

1. YOU must answer all questions giving full and complete answers.
2. It is YOUR duty to provide all information that is requested in the Proposal Form
3. If you require additional space, please attach an additional sheet signed and dated
4. The Proposal Form must be signed by a legally authorised representative of the POLICY HOLDER.

#### **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](http://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](http://www.insurancecode.org.au)

#### **Underwriters' sanction limitation and exclusion clause**

Please note that WE shall not be liable to pay or indemnify YOU for any loss or claim made under the POLICY which would expose any of US to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Australia.

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Client Information								
Name of POLICY HOLDER:								
COVERED PERSONS								
Number of COVERED PERSONS requiring cover:								
COVERED PERSONS by State and/or Territory?	NSW	VIC	QLD	SA	WA	TAS	NT	ACT
Are any COVERED PERSONS travelling to remote locations or a greater distance than 100 kms?								
Yes <input type="checkbox"/> No <input type="checkbox"/>								

## 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.

<b>Name and Title</b>	
<b>Date</b>	
<b>Signature</b>	

### **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](mailto:info@archinsurance.com.au)