



Proposal

Your Duty of Disclosure: Before you enter into this insurance contract with us for the first time, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your Proposal for insurance is acceptable and to calculate how much premium is required for your insurance.

You will be asked various questions when you apply for this Policy. When you answer these questions, you must:

- * give us honest and complete answers;
- * tell us everything you know; and
- * tell us everything that a reasonable person in the circumstances could be expected to tell us.

You do not need to tell us about any matter:

- * that diminishes our risk;
- * that is of common knowledge;
- * that we know or should know as an insurer; or
- * that we tell you we do not need to know.

Who does the duty apply to? Everyone who is insured under the Policy must comply with the relevant duty.

What happens if you or they breach the duty? If you or they do not comply with the relevant duty, we may cancel the Policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the Policy as if it never existed and pay nothing.

Duty on renewals, variations and reinstatements: A different duty applies for any variation or renewal or reinstatement of the Policy. Please refer to your Policy Document for this duty.

Privacy Act 1988: The Privacy Act 1988 requires us to tell you that as an insurer we collect your personal and other information in order to:

- * decide whether to issue a Policy;
- * determine the terms and conditions of your policy;
- * compile data; and
- * handle claims.

We disclose personal information to third parties who we believe are necessary to assist us and them in providing the relevant services and products. For example, in handling claims, we may have to disclose your personal and other information to third parties such as other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents or other parties as required by law. We limit the use and disclosure of any personal information provided by us to them for the specific purpose for which we supplied it.

You have the right to seek access to your personal information and to correct it at any time. Please contact us on 1300 360 529, EST 9am-5pm, Monday-Friday and advise us of any changes. If you do not agree to the collection of your personal information then, unfortunately, we will be unable to process your Proposal.

From time to time we may advise or offer you information on other Allianz products or services that may be relevant and of interest to you. If you do not wish to receive these offers or information please call the Allianz Direct Marketing Privacy Service Line – Freecall 1800 000 284, EST 9am-5pm, Monday-Friday.

How to fill out this Proposal: For questions with multiple choice answers, please tick the box in front of the correct answer. For other questions, please write the information requested in the spaces provided. Make sure you have read the Policy Document we have given to you. If you require another copy of the Policy Document or any assistance, please contact your insurance broker or agent.

If there is inadequate space to answer any questions, please use the additional space at the rear of the Proposal or attach a separate sheet of paper. Show the page number and question number before the information you wish to add, e.g. Page 3, Question 6. Construction of floors – levels 1 and 2 – concrete, levels 3 and 4 – timber.

Definitions:

“we”, “our”, “us” or “Allianz” means Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 (except in the declaration).

“AGD” means Associated General & Dealer Underwriting Agency Pty Ltd AFS Licence No. 279854 ABN 80 108 259 481

“you”, “your” means the person proposing for this insurance and any person seeking to be named on the Schedule.

“Excess” means either the amount of money specified in the Schedule or otherwise stated in the Policy for each applicable Section that you must contribute as the first payment for all claims arising out of one event, or the period specified in the Schedule or otherwise stated in the Policy for which no payment will be made by us. There is a special Excess which applies to loss or damage caused by an earthquake. The Excess is the lesser of \$20,000 or an amount equal to 1% of the total Sum Insured for all Property Insured at the Situation under Section 1. The Excess applies to all loss or damage occurring within the 72-hour period immediately after the earthquake.

This Proposal uses words that have a special meaning. The definitions of these words can be found in the Policy Document.

Underinsurance: Section 1 - Industrial Special Risks: Material Damage, Section 2 - Industrial Special Risks: Business Interruption and Section 10 - Hail of this Contract contain underinsurance clauses. It is important in these Sections that you insure the full value of property, Average Income/Gross Profit and declare the total number of machines. If you do not do so, You will be underinsured and we will not pay your claim in full.

Claims Made Sections: The following Sections provide insurance on a 'claims made' basis:

1. Section Thirteen – Professional Indemnity.

This section will only respond to Claims first made against you during the Period of Insurance and notified to us during the Period of Insurance. To the extent permitted by law, we will not pay for any Claim that you notify us of after the Period of Insurance has expired.

Please note that under sub section 40(3) of the Insurance Contracts Act 1984 (Cth), where you give notice to us in writing of facts that might give rise to a Claim under Sections Thirteen, Fourteen or Fifteen as soon as reasonably practicable after you become aware of those facts but before the Period of Insurance expires, we are not relieved of liability under your Policy in respect of the relevant Claim, when made, by reason only that it was made after the Period of Insurance.

We do not cover certain prior or pending Claims. Refer to each Section in the Policy for details.

General Information

Existing Policy Number(s) (Renewals Only)

--

The Insured

ABN

Intermediary

Is this account held by you ?

--	--

Interested Party(s)

(Applies to Sections 1, 3, 4, 6 and 10)

Period of Insurance

Effective Date	
Expiry Date	at 4:00pm

Current Insurer

--

Important Information to be declared:-

Have you or any of your directors or executive managers:

1. Been convicted of, or had any fines or penalties imposed for, a criminal offence in the last 10 years?
2. Been placed in bankruptcy, receivership or liquidation within the last ten years?
3. Had a loan application declined in the last two years?
4. Had any insurance refused, cancelled or had special conditions or restrictions imposed on your policies?
5. Has another insurer made risk recommendations in respect of your business that have not been attended to?
6. Are there any exceptional circumstances or anything special or unusual about your business which would increase the likelihood of loss, destruction, damage or liability?
7. Made a claim or suffered a loss by any event for which Insurance is now being proposed within the last three years?

In response to question 7 please complete the claims declaration

Details of Property to be Insured

1. Principal Situation
 2. Description of Business
- Are the Premises occupied exclusively as a Used Car Dealership, including incidental service and repair of vehicles? Yes / No
-

Does the owner of this Used Car Dealership own other business's or operate any other business from the premises declared, if so, please attach full details of these operations Yes / No

(Your Used Car Dealership Policy does not cover any other commercial operations unless specifically agreed and noted on the Schedule)

3. How long has the Business been established
4. No of Employees
5. What types of Vehicles are sold
6. No of Vehicles sold per month
7. Total value of Vehicles in stock

Retail-	Wholesale-	Total-

Section 1 - Industrial Special Risks: Material Damage

Is this section required?

--

Limit of Indemnity

\$

Declared Values (Total of all Situations)

- Buildings
- Contents, Machinery and Plant
- Stock in Trade, including Vehicles
- Customers' Goods including Vehicles
- Total Declared Value

\$

Sub Limits

Accidental Damage		\$ 20,000
Capital additions: The lesser of 10% of declared value on property at the Situation or		\$ 100,000
Cost of clearing drains		\$ 10,000
Directors' and Employees' Personal Property	any one person	\$ 5,000
	any one event	\$ 10,000
Documents: The lesser of 5% of Contents declared value or		\$ 10,000
Employees Tools	any one employee	\$ 5,000
	any one event	\$ 10,000
Extra cost of Reinstatement: 50% of the Bldg & Cnts Declared Value at the Situation or		\$ 100,000
Expediting Expenses		\$ 5,000
Exploratory Costs		\$ 10,000
Fire extinguishment costs		\$ 5,000
Flood		Not Insured
Fusion		Not Insured
Government Fees		\$ 2,000
Hail Nets, Textile Canopies, Awnings and Blinds		As per Policy
Jewellery, Furs, Bullion, precious metals and stones		\$ 2,000
Landscaping		\$ 10,000
Liability to make enquiries		\$ 10,000
Professional fees: The greater of 10% of declared value on buildings or		\$ 10,000
Removal of Debris: The greater of 10% of Declared Value at Situation or		\$ 20,000
Rewriting of Records		\$ 10,000
Temporary protection		\$ 10,000
Temporary removal of Contents and Stock (other than vehicles)		\$ 10,000
Works of art, antiques and curios		\$ 2,000

Situation

Risk No	Address	Post Code
1.		
2.		
3.		
4.		

Declared Values

	Buildings (Including Signage)	Contents (Incl. Mchy & Plant)	Stock (Incl. Vehicles)	Customer Goods (Incl. Vehicles)	Total
1.					\$ -
2.					\$ -
3.					\$ -
4.					\$ -

Underwriting Information

	Digital Photos	Occupancy	Age	Walls	Roof	Floors
1.						
2.						
3.						
4.						

	Sprinklers Yes / No	Smoke Detectors Yes / No	Hydrants Yes / No	Hose Reels Yes / No	Extinguishers Yes / No
1.					
2.					
3.					
4.					

Section 2 - Industrial Special Risks: Business Interruption

Is this section required?

Limit of Indemnity

Maximum Indemnity Period

Declared Values (Total all Situations)

Gross Profit

Loss of rent receivable (Gross Rental)

Payroll (if not included within Gross Profits)

Total Declared Value

Sub Limits (any one Situation / any one Event)

Accounts Receivable

Additional increase in cost of working

Claims preparation expenses

Closure (as defined in Defined Event 4)

Loss of Rent Receivable

Public utilities

Uninsured Working Expenses

Underwriting Information

Declared Values

Situations	Gross Profit	Payroll	Gross Rentals
1.	\$	\$	\$ -
2.	\$	\$	\$ -
3.	\$	\$	\$
4.	\$	\$	\$

Section 3 - Industrial Special Risk: Crime & Contingencies

Theft

Do you require cover for Theft?

Limits of Indemnity

1. Theft: Whole vehicles only	per vehicle	\$	<input type="text"/>
	maximum per event	\$	<input type="text"/>
* 2. Theft: Accessories *		\$	<input type="text"/>
3. Theft: Contents, Plant & Machinery (other than vehicles & accessories)		\$	<input type="text"/>

* Note that if point 2 is not taken then fitted accessories will not be covered under this section

Sub Limits

Directors' and Employees' Personal Property	any one person	\$	5,000
	any one event	\$	10,000
Employees' Tools	any one employee	\$	5,000
	any one event	\$	10,000
Jewellery, furs, bullion, precious metals and stones		\$	2,000
Replacement keys and locks		\$	5,000
Rewriting or replacing records		\$	10,000
Temporary protection		\$	5,000
Temporary removal of Contents and Stock (other than vehicles)		\$	10,000
Works of art, antiques and curios	any one item	\$	2,000
	in total	\$	2,000

Money

Do you require cover for Money?

Limits of Indemnity

Combined	\$	<input type="text"/>
Outside Business Hours - not in safe (maximum \$2,000)	\$	<input type="text"/>

Glass

Do you require cover for Glass?

If Yes - do you have a showroom

Limits of Indemnity

Glass	Replacement Value	<input type="text"/>
Illuminated signs	\$	5,000
Frames, Tiles and Stock	\$	2,000
Temporary shuttering	\$	2,000

Situation

Risk No	Address	Post Code
1.	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>

Underwriting Information

	Digital Photos (Yes/No)	Local Alarm (Yes/No)	Monitored Alarm (Yes/No)	Patrol (Yes/No)	Perimeter Fencing (Yes/No)	Bollards - All Exits (Yes/No)
1.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Key Cabinets (Yes/No) - if No, provide security details below

<input type="text"/>
<input type="text"/>

Are all vehicles locked in buildings during non-business hours

Section 4 - General Property

Is this section required?

Limits of Indemnity

- Spare Parts in Mobile Service Vans or Owned Delivery Vans
- Unspecified tools in Mobile Service Vans – limit \$2,000 any one item
- Unspecified Laptops
- Photographic equipment and computer equipment

\$	
\$	
\$	
\$	

Underwriting Information

- Number of mobile service vans
- Number of Laptop computers
- Value of Tools kept in each mobile service van
- Average value of each laptop

Section 5 - Public And Products Liability

Is this section required?

Limit of Indemnity

\$	
----	--

Sub Limits

- Cost of Rectifying Faulty Workmanship or Reperformance
- Property in physical or legal control

\$	10,000
\$	50,000

Underwriting Information

- * No of Directors / Principals
- * No of Employees

Turnover from all sources within Australia

- Retailing/Wholesaling - Used Cars
- Retailing/Wholesaling - Used Motor Cycles, Vans & Trucks, Caravans, Boats etc
- Retailing - Spare Parts
- Vehicle Service
- Commissions from Finance and Insurance Agency
- Other Income (please detail)
- Total

\$	

Contractual Agreements

Have you assumed obligations under any contract or agreement, eg waivers of liability, hold harmless or indemnification agreements ?

Please provide full details if you have answered "Yes".

Section 6 - Commercial Motor

Is this section required?

Limits of Indemnity

Part A – Loss or Damage to Vehicles

Limit of Indemnity

(i) Held as stock, or for which you are legally responsible in the care of Authorised Drivers
(this section is available for vehicles being driven by potential purchasers and others having the Authorised use of Stock Vehicles)

\$

(ii) Specified and owned privately
(this section is available for vehicles, other than Stock Vehicles, as would be insured under usual commercial motor vehicle terms. You are responsible for providing your client with a PDS)

Where cover is required, list vehicles below:-

	Year	Make / Model	Rego No.	Registered Owner	Drivers Age	Value
1.						\$
2.						\$
3.						\$
4.						\$
5.						\$
6.						\$

Limit of Indemnity

(iii) Whilst trade plates are affixed \$

Part B – Liability to Third Parties

Property Damage	\$ 20,000,000
Bodily Injury (CTP gap liability)	\$ 5,000,000

Sub Limits

Part A – Loss or Damage to Vehicles

Accommodation and Travelling Expenses	\$ 500
Additional accessories	\$ 1,500
Funeral expenses – death of driver	\$ 3,000
Modification to Your Vehicle – driver disabled	\$ 3,000
Removal of debris	\$ 1,000
Signwriting	\$ 1,000
Vehicle Return	\$ 500
Leased Vehicle Total loss - residual	\$ 5,000

Part B – Liability to Third Parties

Dangerous Goods	\$ 100,000
Hook Liability	Not Insured
Tool of Trade	\$ 100,000
Uninsured Motorists	\$ 3,000

Underwriting Information

- * No of Trade Plates & Plate Registration Numbers
- * Estimated no of vehicles sold (next 12 months)
- Type of vehicles sold
- Average value of vehicles sold

Retail-	Wholesale-	Total-

Declared Drivers / Vehicles

(For completion in respect of Part A (i). Use of Stock Vehicles by categories below)

Provide name and current age of authorised drivers

No of Drivers Maximum Value of Vehicle Driven

	Name	Age	\$
<u>Directors / Principals</u>			
			\$
			\$
			\$
			\$
<u>Family</u>			
			\$
			\$
			\$
<u>Sales Staff</u>			
			\$
			\$
			\$
<u>Other Staff</u>			
			\$
			\$

If insufficient space then please attach additional information

Note:- Basic Policy Deductible doubles for undeclared drivers

Section 7 - Employee Dishonesty

Is this section required?

(if Yes then all questions following are required to be answered)

Limit of Indemnity

Underwriting Information

Number of Employees

- Principals
- Used Car Sales staff
- Finance and Insurance personnel
- Staff with no access to money, cheques, parts or keys
- Staff with access to money, cheques, parts or keys

1. How often are bank statements and books of accounts reconciled?
2. How often are stock takes of Vehicles conducted?
3. How often are stock takes of Parts conducted?
4. Are your accounts independently audited annually?
5. Name of Independent Auditor?
6. Are all recommendations of your Auditor Implemented?
7. Is cover required for Superannuation Funds for employees other than directors?
8. Method used to pay wages?

Section 8 - Machinery Breakdown

Is this section required?

Limits of Indemnity

Sub Limits

- Hire of temporary machinery and expediting costs: The lesser of 50% of normal cost of repair or Insulating oil and refrigerant gas or liquid: The lesser of 50% of normal cost of repair or

Underwriting Information

- Operational certificates for boilers and pressure vessels?
- Is there a maintenance program in place?

Section 9 - Computer / Electronic Equipment Breakdown

Is this section required?

Limit of Indemnity

- On computer and/or electronic equipment – up to Cost of New Replacement

Sub Limits

- Restoration of data (except computer virus (as defined) which is \$1,000)
- Increased cost of working (up to 3 months)

Underwriting Information

- Is there a maintenance program in place?

Section 10 - Hail

Is this section required?

Limit of Indemnity

* Underwriting Information

Declared Values

- Total value of vehicle stock in open air - unprotected
- Total value of vehicle stock protected by specifically built hail structures
- Total value of vehicle stock held within permanent building structure
- Total value of all vehicle stock - must equal declared stock under section 1

Section 11 - Tax Audit

Is this section required?

Limit of Indemnity

* Underwriting Information (All questions must be answered if quotation required)

1. Does a Registered Tax Agent prepare and lodge your income tax return/s?
2. Has an Audit by a Commissioner of Taxation been conducted?
3. Have you had any fines or penalties in the last 5 years?
4. Has a notification of a forthcoming or likely Tax Audit been received?
5. Have you any reason to believe that you are likely to be the subject of a Tax Audit?

(Please provide full details below if answered "Yes" to questions 3,4 or 5).

Section 12 - Transit

Is this section required?

Limits of Indemnity

1. **PART A** - Fire, Collision and Overturning
or
2. **PART B** -Fire, Collision, Overturning and Theft from securely locked vehicle following forcible entry

Sub Limit

Debris Removal: Limited to lesser of 10% of consignment value or

Underwriting Information

Annual Sendings

Used Vehicles, parts and accessories

Section 13 - Professional Indemnity

Is this section required?

(if Yes then all questions following are required to be answered)

Limit of Indemnity

Important Notice: Claims Made Section

This section operates on a "Claims Made" basis. Full details are contained in the Important Notices.

Underwriting Information

1. Do you have operations or perform work outside of Australia? (if Yes, please attach full details).
2. Do you perform work for clients outside of Australia? (if Yes, please attach full details).
3. Do you have or perform any financing activity other than of being an agent for a financial institution in the arranging of finance concurrently with or as incidental part of the sale of a vehicle? (if Yes, please attach full details).
4. Have any claims, either successful or otherwise, ever been made against you or your subsidiaries or related companies or their predecessors in business or any present or past director or principal? (If Yes, please attach full details).
5. Are you, or any of your directors, principals or senior manager, after enquiry, aware of any circumstances which may give rise to a claim, against you or your subsidiaries or related companies or your or their predecessors in business or against any current or former director or principal whether you consider yourselves liable or not? (if Yes, please attach full details).
6. Has any application for insurance in respect of you or your subsidiaries or related companies or your or their predecessors in business ever been declined, cancelled, renewal refused or had special terms imposed? (if Yes, please attach full details).

Claims Declaration

Notes

1. Please include claims experience for at least 3 years.
2. Insurance conditional upon receiving full claims experience from holding underwriter (New business only).

	Date of Loss	Claims (Paid + Outstanding)	Excess	Type of Loss	Description of Loss
1.		\$	\$		
2.		\$	\$		
3.		\$	\$		
4.		\$	\$		
5.		\$	\$		
6.		\$	\$		
7.		\$	\$		
8.		\$	\$		
9.		\$	\$		
10.		\$	\$		
11.		\$	\$		
12.		\$	\$		
13.		\$	\$		
14.		\$	\$		
15.		\$	\$		
16.		\$	\$		
17.		\$	\$		
18.		\$	\$		
19.		\$	\$		
20.		\$	\$		

Important Notice

Your attention is drawn to the following Specific Exclusions:

Section 3 Industrial Special Risks : Crime & Contingencies (Specific exclusion 1.i & j page 23)

In respect of Defined event 1 - Theft, we will not pay for:

- i. Vehicles stolen resulting from or involving the use of the Vehicle's own key. Provided that this exclusion will not apply where the vehicles key is locked within a steel cabinet which we approve of which is securely affixed to the Building; or a safe and is obtained by violent and forcible means; or the vehicle's key is obtained by violence or force, to you, a Bailee, your employee or customer

- j. Loss through theft by a trick or by false pretences or a loss by theft committed by a Bailee or a loss by fraudulent conversion

Section 5 Public & Products Liability : (Specific exclusion 21. page 29)

Your Policy does not cover any liability directly or indirectly arising out of or in any way connected with the theft, Damage or destruction to Vehicles in your physical or legal control involving or resulting from the use of the Vehicle's key. This exclusion will not apply if:

- a. the Vehicle's key is locked within a steel cabinet securely affixed to the Building; or a safe and is obtained by violent and forcible means; or
- b. the Vehicle's key is obtained by violence or force, or threat of violence or force, to you, a bailee, your employee or customer

Section 6 Commercial Motor : (Specific exclusion part A 7. page 31)

We will not pay for the loss or Damage subsequent to theft by a Bailee of a Vehicle, provided that this exclusion will not apply where:

- a. Accompanied test drive: a responsible member of your staff accompanies the Bailee and the member of staff does not voluntarily leave or vacate the Vehicle without possession of the Vehicle's keys; or
- b. Unaccompanied test drive : a clear photocopy of the Bailee's current and valid driver's licence and at least one other form of identification are made by your staff

Declaration

This declaration applies to all the insurance You are applying for in this Proposal.

I/We declare and agree:

- * that I/we have received or have been offered a copy of the AGD/Allianz Used Car Dealer Pack Policy Document;
- * that I/we have read the information concerning the Duty of Disclosure and other Important Notices;
- * that I/we have been truthful and accurate in completing this form and declaration and have not withheld any information likely to affect the acceptance of this insurance;
- * that I/we have either completed this form personally or, if it has been completed by somebody else, have checked that the questions have been fully and accurately answered;
- * to make the Premises available for inspection by Allianz if so requested;
- * upon acceptance, this insurance shall be subject to the AGD/Allianz Used Car Dealer Pack Policy;
- * where personal information has been provided on someone else's behalf, that that person consented to this provision;
- * that I/we have read and understood the Privacy Act 1988 information and consent to the collection, storage, use and disclosure of personal and sensitive information of all persons covered by this Proposal.
- * that if anything happens during the Period of Insurance, which alters any of the information provided, I/we will promptly inform the insurer.
- * that I/we realise that if I/we have not complied with the Duty of Disclosure and Duty of Good Faith, any claims may not be met.

Other Information

Please describe in full any other information that may be relevant to our decision to insure you or the terms on which we would agree to insure you

Signature of Proposer

Name

Date