

COMMERCIAL VEHICLE PROPOSAL



Quote No. _____

Cover Note No. _____

Enquiries, Confirmation Facility and Complaints
 If for any reason You wish to make an enquiry about Your policy, obtain confirmation of any policy transaction or have cause for complaint please contact us on – Phone: 07 3394 8460 or Fax: 07 3394 8461

ALL QUESTIONS MUST BE ANSWERED. If insufficient space to fully answer any question – attach separate document. This Proposal cannot be accepted until you have given us a fully completed Driver Declaration for each driver (including Relief drivers) of each insured vehicle, with a printed Traffic Offence History for the stipulated period from the appropriate Government Authority. The word 'you' in this Proposal includes Jointly and Severally all Principals, Partners and Directors of the Insured Entity.

Tick appropriate response to YES NO questions.

PART 1: AGENCY NOTICE

Transcorp Underwriting Agency Pty Ltd is authorized by The Insurer to arrange and enter into the Policy and handle and settle claims under the Policy, as The Insurer's agent. Transcorp does not act for You.

PART 2: NAME OF PROPOSED INSURED including Trading Name/s & any Subsidiary Companies

Name: _____

Are you registered for GST purposes? Yes No ABN: _____ ACN: _____

Business Address: _____ Postcode: _____

Postal Address: _____ Postcode: _____

All Depot Address/es from which your vehicles operate: _____ Postcode: _____

Telephone numbers: (include STD): Home: _____ Business: _____ Mobile: _____

Fax (include STD): _____ E-Mail address: _____

PART 3: FINANCIER OF YOUR VEHICLE

1. Vehicle: 1 2 3 Name: _____

Address: _____ Postcode: _____ Nature of Interest: Lease Hire Purchase Other

2. Vehicle: 1 2 3 Name: _____

Address: _____ Postcode: _____ Nature of Interest: Lease Hire Purchase Other

PART 4: PROPOSED PERIOD OF INSURANCE

From: ____ / ____ / 20 To: (4pm Local Standard Time) ____ / ____ / 20

PART 5: VEHICLE/S TO BE INSURED If insufficient space - attach Schedule giving full details as requested in this section

Year	Make and Model	Body Type eg pig/dog tlr rigid/articulated, tipper etc.	Reg. No.	Engine/Chassis/VIN/ Serial Number
1.				
2.				
3.				

Date Purchased	Purchase Price	No. of Cylinders	Cubic Cap.	Is engine Turbo/Supercharged ?	Carrying Capacity	Radius of Operation & Base Vehicle Operated from
1.	\$			<input type="radio"/> Yes <input type="radio"/> No		Km <input type="radio"/> A/Wide
2.	\$			<input type="radio"/> Yes <input type="radio"/> No		Km <input type="radio"/> A/Wide
3.	\$			<input type="radio"/> Yes <input type="radio"/> No		Km <input type="radio"/> A/Wide

Registered Owner	Is Vehicle Modified?	Total Vehicle Sum Insured (including value of fixed accessories) LESS GST if business is registered for GST and vehicle is 100% business use	Sum Insured for Dangerous Goods Liability
	1. <input type="radio"/> Yes <input type="radio"/> No	\$	Nil or \$ <input type="radio"/> Bulk <input type="radio"/> Packaged
	2. <input type="radio"/> Yes <input type="radio"/> No	\$	Nil or \$ <input type="radio"/> Bulk <input type="radio"/> Packaged
	3. <input type="radio"/> Yes <input type="radio"/> No	\$	Nil or \$ <input type="radio"/> Bulk <input type="radio"/> Packaged

Give details including values of any other non-standard equipment fitted to the vehicle/s, including anti-theft devices:

Give details of any modifications from manufacturers standard specifications, made to any of the vehicles:

Have any of the vehicles been insured elsewhere in the last 4 years? Yes No
If Yes - Other Insurer/s, Policy Numbers & Policy expiry date/s:

Are any of the vehicles owned or registered by anyone other than You? Yes No
If Yes - advise their name/s:

Is any vehicle in an Unsafe, Unroadworthy or Damaged condition? Yes No
If Yes - give details:

Is any vehicle on Loan, Leased out, Hired out or otherwise under the control of another party? Yes No
If Yes - give details:

Will any vehicle be used: For Road Train work? (If Yes, which vehicle/s) Yes No

As a B Double? Yes No

As a B Triple? Yes No

PART 6. OPERATIONS

Will any vehicle be used for Carrying passengers for payment? Yes No
If Yes, which vehicle/s:

Will any vehicle be used for Dry Hire? Yes No
If Yes, which vehicle/s:

Will any vehicle be operated In, On, Under or Over Water, except during normal transit between destinations? Yes No
If Yes, give details:

Will any vehicle be regularly operated on a Beach, Mud Flat or the like? Yes No
If Yes, give details:

Will any vehicle be operated Underground, other than driven through a tunnel in normal transit between destinations? Yes No
If Yes, give details:

Will any vehicle be operated on rails? Yes No
If Yes, give details:

Will any vehicle be regularly operated on Airport Premises? Yes No
If Yes, give details:

Are you a: Prime Contractor Sub-Contractor Tow Operator

Do you: Operate under a fixed contract? Freelance for loads?

Does your business operate in Western Australia? Yes No

If Yes, who is your workers compensation insurer?

(We shall endorse your policy to exclude claims by your employees that are covered under your policy with that insurer).

PART 7. NATURE OF YOUR OPERATIONS

Refrigerated Goods	%	Sand, Gravel, Rocks	%	Parcel Express, Courier	%	Produce – non Refrigerated	%
Brick, Blocks, Tiles	%	Pre Mix Concrete	%	Produce – Chilled	%	Coal, Minerals	%
Furniture	%	Livestock	%	Bulk Fertiliser	%	Cars	%
Grain	%	Logging	%	Machinery	%	Foodstuffs	%
Sawn Timber Products	%	Hardware Supplies	%	Clothing	%	Steel	%
Agricultural supplies	%	Other (describe)	%		%		%

DANGEROUS GOODS

Explosives	%	Radioactive Substances	%	Bulk Gases	%	Dioxins	%
PCB's	%	Other	%				

EARTHMOVING & MOBILE MACHINERY OPERATORS

Road Construction & Maint.	%	Bridge Construction & Maint.	%	Dam Construction & Maint	%	Logging	%
Bush Clearing	%	Mining & Quarries	%	Trench Digging	%	Pool Digging	%
Landscaping	%	Housing Site Preparation	%	Other	%	Other	%

PART 8. PROPOSER'S HISTORY

If you answer Yes, please give details:

Have you traded in this or similar occupations under any other names in the last 10 years? Yes No

Have you ever had an insurance policy declined, cancelled, renewal refused or special conditions imposed? Yes No

Have you ever had an insurance claim refused? Yes No

Have you any physical or mental defects or infirmity? Yes No

During the last 5 years, have you had any driving offences or traffic infringements (other than parking) or a driver's licence suspended or cancelled? Yes No

Other than those excluded from disclosure by law, have you been convicted of a Criminal Offence during the last 10 years as an adult, or during the last 5 years as a juvenile? Yes No

In the last 10 years, have you or a business you were or are associated in, been bankrupt, in liquidation, entered into a scheme of arrangement, or had a default judgement entered against you? Yes No

During the last 5 years have you had any Motor Vehicle accidents, fires, thefts, malicious damage or any other losses or incurred any liabilities through the use of a motor vehicle, whether a claim was lodged or not? Yes No
If Yes give details below ('Known to Company' not acceptable)

Date of Event	Insurer	Driver	Details of Event	Amount of Loss
/ /				\$
/ /				\$
/ /				\$

BEFORE SIGNING THIS PROPOSAL IT IS IMPORTANT YOU READ AND UNDERSTAND THE FOLLOWING INFORMATION SHOWN BELOW

DUTY OF DISCLOSURE NOTICE

Before You enter into an insurance contract with Us, 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.

The Act imposes a different duty the first time You enter into the Policy with Us to that which applies when You vary, renew, extend, reinstate or replace Your Policy. We set these two duties out below.

Your duty of disclosure when You enter into this Policy with Us for the first time

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

- give Us honest and complete answers
- tell Us everything You know
- tell Us everything that a reasonable person in the circumstances could be expected to tell Us

Your duty of disclosure when You renew, vary, extend, reinstate or replace Your policy

If You renew, extend, vary or reinstate the Policy Your duty is to tell Us before the renewal, extension, variation or reinstatement is made, every matter known to You which:

- You know; or
- a reasonable person in the circumstances could be expected to know

is relevant to Our decision whether to insure You and whether any special conditions need to apply to Your Policy.

What You do not need to tell Us for either duty

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 do the above two duties apply to?

Everyone who is insured under the Policy must comply with the relevant duty

What happens if You or they do not comply with the relevant 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.

INTERESTS COVERED BY THE INSURANCE

The insurance proposed here will, when accepted, cover only the interests of the following parties in the insured property:-

- the insured named in the Proposal; and
- any interested parties named in the Proposal.

It will not extend to cover the interest of any party not named in the Proposal, unless We agree to this and extend cover under Your Policy to this effect.

AVERAGE/UNDERINSURANCE

This Policy contains an average clause. This means that We require You to insure for the Market Value of the insured property. If You do not do so, and You are underinsured, We will pay You less in the event of a claim, proportionate to the amount of underinsurance. In particular, the amount We will pay is the proportion that the Sum Insured bears to 85% of the Market Value, subject to the precise conditions set out in the Policy.

SUBROGATION AGREEMENTS

Where another person, other than a person exempted by law, is liable to compensate You for any loss or damage covered by the Policy, but You have agreed with, or given an undertaking to that person without Our written authority, either before or after the loss or damage occurred that You would not seek to recover any monies from that person, We will not cover You under the Policy for any such loss or damage.

MAXIMUM AMOUNTS PAYABLE BY US

Damage to Your Vehicle:

When You select a Sum Insured for Your Vehicle the amount selected is the maximum amount that We will be required to pay in the event of a claim. If the amount of Your loss is less than the Sum Insured We will pay the amount of Your loss. You should note that the Sum Insured may be less than Your loss and therefore You should regularly review the Sum Insured chosen by You.

Liability Cover:

- For registered vehicles, Liability Cover is limited to \$20,000,000 for Material Damage & Bodily Injury.
- For unregistered vehicles required to be registered, Bodily Injury Liability Cover is Nil.
- For the transport or storage of Dangerous Goods, Liability Cover is limited to Nil unless We extend cover to a higher limit. For the transport or storage of Dioxins, Polychlorinated Biphenyl, Explosives or Radioactive Substances, Liability Cover is limited to Nil. For actual or alleged liability in respect of Asbestos, Liability Cover is limited to Nil.
- For vehicles such as Earthmoving, Cranes and Mobile Machinery, Liability Cover while being used as a Tool of Trade is Nil.

EXCESS CONDITIONS

An excess, called the Basic Excess, applies to Your policy. The amount of the Basic Excess is shown in the Schedule attaching to Your Policy. Other excesses apply as detailed below;

Age and Inexperience Excess

Driver aged under 22 years: 300% of Basic Excess

Driver aged 22 to under 25 years: 100% of Basic Excess

Driver licensed less than 2 years for class of vehicle insured: 200% of Basic Excess

Unapproved Driver Excess – 300% of Basic Excess or \$10 000, whichever is the greater.

Tipping Excess – 100% of Basic Excess

Outside Radius Excess - \$10,000

Other Excesses may apply and are detailed in the Schedule attaching to Your policy.

All excesses are cumulative, apply to all claims and reduce Policy indemnity limits by the amount of the excess.

PRIVACY NOTICE

We (Transcorp and the insurer) are committed to complying with the principles of the *Privacy Act 1998* (Cth) concerning the collection, use and management of personal information about individuals.

We will collect and use the personal information to arrange Your cover and administer and manage Your and Our rights and obligations in relation to it.

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 We provide it to – Our staff, contractors and agents such as legal firms, accountants, actuaries, loss adjustors and claims investigators, doctors and other medical service providers; reinsurers and reinsurance brokers; insurance or credit reference bureaus; Your agents and Your employer. We also provide it to others for purposes of public safety and law enforcement and to pursue Our rights of subrogation.

We limit the use and disclosure of any personal information provided by Us to them to the specific purposes We supplied it.

If You would like a copy of Our Privacy Policy, wish to opt-out of receiving marketing material We send or wish to seek access to or correct the personal information We have collected or disclosed about You then please contact Us (see contact details on this document).

When You give Us personal information about other individuals, We rely on You to have made or make them aware that You will or may provide their information to Us and the types of third parties We may provide it to, the relevant purposes We and the third parties will use it for, and how they can access it. If it is sensitive information We rely on You to obtain their consent on these matters. If You have not done or will not do either of these things, You must tell Us before You provide the relevant information.

PART 9. EXCEPTIONAL CIRCUMSTANCES AND DUTY OF DISCLOSURE

Other than the questions asked above, are there any exceptional circumstances that You know or which a reasonable person in the circumstances could be expected to know, that are matters relevant to Our decision whether to insure You and on what terms.

Yes No

If 'Yes' please provide details

PART 10. DECLARATION

I confirm on my own behalf and on behalf of all other insured persons that I have been provided with the policy wording in written or electronic form, or that it has been made available to me/us in a way agreed to with my agent.

I/We jointly and/or severally declare that the answers and information given in this Proposal are true and correct in all respects.

I/We jointly and/or severally acknowledge having been clearly informed of the following;

- The nature and effect of My/Our Duty of Disclosure
- The nature and effect of the Average Clause
- The most that I/We can recover under a claim
- The nature and effect of the Privacy Notice
- The only persons whose interests are covered
- The effect of Subrogation Agreements
- The existence and effect of Excess Conditions

I/We jointly and/or severally declare that I/We understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance.

I/We jointly and/or severally agree that this Proposal and Declaration shall be the basis of the contract between Me/Us and the Insurer and be incorporated therein.

I/We jointly and/or severally agree that within 7 days of receiving a request from the insurer, to obtain from the relevant government authority, a complete and up to date written record of driving offences by Me/Us.

If more than one Proposer, all must sign.

Proposer's Signature:.....

Date: / /20 am/pm

Where the answers are not in My/Our handwriting they have been checked jointly and/or severally by Me/Us and are certified as correct:

Proposer's Signature:.....

Date: / /20 am/pm