

professional indemnity



Insurance proposal for Credit Licence Holders and authorised credit representatives of Credit Licence Holders providing credit services (mortgage broking, finance broking, mortgage management, mortgage origination services, deposit bond services).

Important facts relating to this proposal form

You should read the following advice before proceeding to complete this proposal form.

Duty of disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of insurance, and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of any matter:

- ▼ that diminishes the risk to be undertaken by the insurer;
- ▼ that is of common knowledge;
- ▼ that your insurer knows or, in the ordinary course of his business, ought to know;
- ▼ as to which compliance with your duty is waived by the insurer.

Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim, refuse to pay the claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Claims made and notified basis of coverage

The Professional Indemnity Insurance Policy is issued on a 'Claims made and Notified' basis.

This means that the Insuring Clause responds to:

- (a) claims first made against you during the policy period and notified to the insurer during the policy period, 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/her; and
- (b) written notification of facts pursuant to section 40(3) of the Insurance Contracts Act 1984. The facts that you may decide to notify, are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to the expiry of the policy period. 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. For your information, section 40(3) of the Insurance Contracts Act 1984 is set out below:

"S40(3) Where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim when made by reason only that it was made after the expiration of the period of the insurance cover provided by the contract."

When the policy period expires, no new notification of facts can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period.

Retroactive date

You will not be entitled to indemnity under your new policy in respect of any claim resulting from an act, error or omission occurring or committed by you prior to the retroactive date, where one is specified in the policy terms offered to you.

Subrogation waiver

Our policy contains a provision that has the effect of excluding or limiting our liability in respect of a liability incurred solely by reason of the Insured entering into a deed or agreement excluding, limiting or delaying the legal rights of recovery against another.

Privacy statement

Vero is a member of the Suncorp Group.

The Privacy Act 1988 (Cth) requires us to inform you that:

Purpose of collection

Personal information is information about an identifiable individual and includes facts or an opinion about you which identifies you or by which your identity can be reasonably determined. The collection of your personal information is essential to enable us to conduct our business of offering and providing you with our range of financial products and services.

We collect personal information for the purposes of:

- ▼ identifying you when you do business with us;
- ▼ protecting your personal information from unauthorised access;
- ▼ establishing your requirements and providing the appropriate product or service including evaluating your application for insurance and any request for amendment to any insurance provided;
- ▼ setting up, issuing, administering and managing the insurance following acceptance of an application;
- ▼ assessing and investigating, and if covered, managing a claim made in relation to any insurance you have with us or other companies within the Suncorp Group; and
- ▼ understanding your needs and improving our financial products and services, including training and developing our staff and representatives.

Consequences if personal information is not provided

If we request personal information about you and you do not provide it, we may not be able to provide you with the insurance product you request, manage or pay any claim under an insurance policy or provide you with the full range of services we offer.

Disclosure

We use and disclose your personal information for the purposes we collected it.

We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with purposes listed above, we may disclose your personal information to and/or collect your personal information from:

- ▼ other companies within the Suncorp group;
- ▼ where required or authorised under our relationship with our joint venture companies;
- ▼ information technology providers, including hardware and software vendors and consultants such as programmers;
- ▼ customer research organisations;
- ▼ intermediaries including your agent, adviser, a broker, a representative acting on your behalf, other Australian Financial Services Licensee or our authorised representatives and our agents;
- ▼ accounting or finance specialists;
- ▼ government, law enforcement or statutory bodies;
- ▼ other insurers, reinsurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financiers or investigative service providers;
- ▼ hospitals, medical and health professionals;
- ▼ legal and other professional advisers;
- ▼ printers and mail service and delivery providers for the mailing of statements, insurance policy documents and marketing material;
- ▼ imaging and document management services.

Disclosure overseas

There are also instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include:

- ▼ sending your personal information to companies in the Suncorp group;
- ▼ when you have asked us to do so;
- ▼ when we are authorised or required by law to do so;
- ▼ when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement;
- ▼ certain electronic transactions; or
- ▼ when it is necessary in order to facilitate a transaction on your behalf.

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement and in compliance with the privacy regime.

Access

You can request access to the personal information we hold about you by contacting us.

In some circumstances, we are able to deny your request for access to personal information. If we deny your request for access, we will tell you why.

If accessing your personal information will take an extended period of time, we will inform you of the likely delay. For more detailed requests for access to personal information, for example, access to information held in archives, a fee may be charged to cover the associated cost of retrieval and supplying this information.

Marketing

We would like to use and disclose your personal information to keep you up to date with the range of products and services available from Suncorp. Generally, our companies in the Suncorp group will use and disclose your personal information for Suncorp's marketing purposes.

If you do not want us to use and disclose your personal information for the purpose of marketing products and services to you, you should contact us and tell us.

Contact

Please contact us to:

- ▼ change your mind at any time about receiving marketing material;
- ▼ request access to the personal information we hold about you; or
- ▼ obtain more information about our privacy practices by asking for a copy of our Privacy Policy;

Our Privacy Policy can also be found on our website at www.vero.com.au

General Insurance Code of Practice

Vero Insurance Limited (Vero) has adopted the General Insurance Code of Practice which has been developed by the Insurance Council of Australia. The Code is designed to promote good relations and good insurance practice between insurers, intermediaries and consumers.

The Code sets out what insurers must do when dealing with policyholders/the insured. Please contact Vero for more information about the Code, if required.

Our complaints handling procedures

Resolving your complaints

If you think we have let you down in any way, or our service is not what you expect (even if through one of our agents or representatives), please tell us so we can help. You can tell us by phone, in writing or in person.

Should you tell us in writing it will help to send us the full details of your complaint together with any supporting documents and an explanation of what you want us to do. If you would like to come in to talk to us face to face, please call and we will arrange an appointment for a meeting.

What we will do to resolve your complaint

When you first let us know about your complaint or concern the person trying to resolve your complaint will listen to you, consider the facts and contact you to resolve your complaint as soon as possible, usually within 24 hours.

If you are not satisfied with this person's decision on your complaint, then it will be referred to the relevant Operational Manager, who will contact you within 5 working days.

Should you not be satisfied with the Operational Manager's decision, then it will be referred to the General Manager (or their delegate). We will send you our final decision within 15 working days from the date you first made your complaint.

What if you are not satisfied with our final decision?

We expect our procedures will deal fairly and promptly with your complaint. However if you are not satisfied with our final decision there are external dispute remedies such as mediation, arbitration or legal action.

Guidelines to help you complete this proposal form

1. Failure to disclose all material information that is likely to influence the acceptance of the risk or the terms applied could invalidate the insurance. If you are in any doubt as to whether any information is material, it should be disclosed.
2. Where the space provided is insufficient for your replies, please provide these separately and attach to this Proposal Form.
3. Reference to Insured in this Proposal Form means:
 - ▼ the entity or entities named in question 1; and
 - ▼ the past and/or present employees, sole practitioners, partners or directors of the entity or entities named in question 1.
4. Reference to "North America" in this Proposal Form means the United States of America and Canada and their respective territories and protectorates.

Section 1 – details of the insured

1. Name of all entities to be insured

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

2. Telephone number

()	Facsimile number	()
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Email address

Website address

3. Address of principal office

<input type="text"/>	State	Postcode
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Section 1 – details of the insured (continued)

4. Address(es) of other office(s) State Postcode

State Postcode

5. Date business established / /

6. Please tick the most appropriate:

Insured intends to operate as a:

- (a) Credit Licence Holder
- (b) Authorised credit representative of a Credit Licence Holder
- (c) Mortgage / Finance broker / manager but not dealing in Consumer Credit
- (d) Dormant company and only wishes to renew their professional indemnity policy for run-off purposes.

If dormant, please advise date intending to cease providing services / /

(e) Other, please describe in space provided below:

Note: if you have ticked this either (a) or (b) above, please continue to complete the relevant section within question 7. If you have ticked either (c) (d) or (e), please proceed directly to section 2.

7. Please only complete the section that relates to you:

Section A - Credit Licence Holder:

(a) Name of Credit Licence Holder

(b) Credit Licence Number

(c) Will the Insured or does the Insured have authorised credit representatives performing services under your credit licence? Yes No

If 'Yes', please provide details to the following

(i) Number of employees (PAYE)

(ii) Number of contractors

(iii) Do you wish to have contractors that operate as credit representatives under your licence covered by your policy? Yes No

Section B - Authorised Representative of a Credit Licence Holder:

(a) Please advise the name of the Credit Licence Holder (if known) for which you will be operating under. (If not known, please write "don't know").

(b) Will you be operating as a authorised credit representative for any other Credit Licence Holder? Yes No N/A

If 'Yes', please provide details

Important Note: If you have answered yes to 7c (iii) above, additional information will be required to consider this option. See section on additional information required by Credit Licence Holders at the end of this proposal form.

Section 2 – activities breakdown

1. (a) Please provide a breakdown of your source of funds for borrowers between the following:

(i) Banks	%
(ii) Non-banking financial institutions (credit unions / building societies)	%
(iii) Solicitor funds / pooled mortgage investments / private funds	%
(iv) Other (please specify)	%
Total	100%

(b) For non-banking institutions, please list the names of the institutions you use

2. (a) Please provide a breakdown of your activities between:

Purpose of loan	Proportion of total income
(i) Residential / investment property loans	%
(ii) Commercial property loans	%
(iii) Chattel finance / plant and equipment loans	%
(iv) Business loans	%
(v) Vehicle financing / personal loans	%
(iv) Reverse mortgages	%
(vii) Other (please specify)	%
Total	100%

(b) Please indicate all professional services provided and allocate an approximate percentage of your fee income for each:

(i) Mortgage broking	%
(ii) Finance broking	%
(iii) Mortgage origination	%
(iv) Mortgage aggregations / sub-aggregation	%
(v) Mortgage management	%
(iv) Mortgage introduction / referral	%
(vii) Debt reduction services	%
(viii) Arranging deposit bonds	%
(ix) Other (please specify) <input style="width: 500px;" type="text"/>	%
Total	100%

Section 3 – additional portfolio breakdown

1. Please state the amount of the largest loan arranged or to be arranged for a client.

\$

2. Has the Insured ever acquired a loan portfolio?

Yes No

To enable us to consider whether we are able to provide this cover please provide the following details by way of a separate attachment:

- (a) List of loans acquired
- (b) List of loans currently in default or arrears
- (c) Trailing commissions
- (d) The number of loans for which a credit serviceability check has been conducted

3. Please state the number of financial institutions/credit providers with whom the Insured holds direct accreditation.

4. Please list the top 5 lending institutions (most dealings with) with which the Insured is accredited.

(1)

(2)

(3)

(4)

(5)

5. Does the Insured hold a delegated lending authority on behalf of any financial institution or credit provider?

Yes No

6. Please estimate what percentage of the Insured's loan portfolio is represented by low doc loans, margin lending, non-conforming loans or reverse mortgages.

%

7. Please estimate what percentage of loans in the Insured's portfolio have a loan value ratio (LVR) greater than 80%.

%

8. Please advise as a percentage of your outstanding loan portfolio:

(a) the number of loans more than 90 days in arrears

%

(b) where trail commissions have been suspended

%

Section 4 – staff, qualifications and memberships

1. Please provide details of ALL qualified principals / sole practitioners / broking / origination / management staff:

Name	Professional qualification	Years of experience	State brief details of experience in the mortgage origination, mortgage management, mortgage banking and mortgage broking industry.
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

2. Please advise total numbers of:

(a) Partners / principals / directors	<input type="text"/>	(d) Administrative and clerical staff	<input type="text"/>
(b) Brokers / managers	<input type="text"/>	(e) Contractors	<input type="text"/>
(c) Trainee staff	<input type="text"/>	(f) Other	<input type="text"/>
Total Staff			<input type="text"/>

3. Has the Insured or anyone intended to be covered by this insurance ever had their accreditation with any lender, financial institution, aggregator, professional association or body withdrawn, cancelled or revoked? Yes No

If Yes, please provide details:

4. Is the Insured a member of any mortgage association or aggregator? Yes No

If Yes, please indicate which one(s):

MFAA FBAA PLAN Wizard Lawform NBG Other

Section 5 – other general information

1. Has the Insured been involved in any mergers or acquisitions in the last five years? Yes No

If Yes, please provide details:

2. Has the Insured been involved in any joint ventures in the last five years? Yes No

If Yes, please provide details:

3. Is Previous Business cover required for the previous business of any principal, director or partner? Yes No

If Yes, please advise:

Name of principal, director or partner	Name of previous business	Professional services
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Note: Previous Business cover is not automatically included.

4. Is the Insured represented in any way outside Australia? Yes No

If Yes, please state country, fees / turnover, number of staff and number of offices:

Country	Fees/turnover	Number of staff	Number of offices
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Section 5 – other general information (continued)

5. Is the Insured represented in any way in North America? Yes No

If Yes, please provide details:

6. Please state total gross income.
NOTE: Total gross income includes all fees, commissions, trailing commission, bonuses and the like received by the Insured or its contractors, sub-agents or the like for whom the Insured is responsible.

Location	Previous 12 months	Last 12 months	Next 12 months
(a) Australia	\$	\$	\$
(b) elsewhere (excluding North America)	\$	\$	\$
(c) in North America (including work performed outside those areas for persons, companies, firms, or organisations having an address therein)	\$	\$	\$
Total of (a), (b) and (c) above	\$	\$	\$

7. Stamp Duty declaration – Please provide a percentage breakdown of fees / turnover by location as follows:

NSW	%	VIC	%	QLD	%	SA	%	WA	%
TAS	%	ACT	%	NT	%	Overseas	%	Total	100%

8. Is the Insured affiliated with any other type of business such as property developers or real estate services? Yes No

If Yes, please detail below and advise how activities are segregated to avoid any potential conflict of interest:

Section 6 – general details

1. Does the Insured have any Professional Indemnity Insurance currently in force? Yes No

If Yes, please state:

Name of insurer	<input style="width: 90%;" type="text"/>	Limit of Indemnity	<input style="width: 90%;" type="text"/>
Renewal date	<input style="width: 20%;" type="text"/> / <input style="width: 20%;" type="text"/> / <input style="width: 20%;" type="text"/>	Excess	<input style="width: 90%;" type="text"/>
Retroactive date	<input style="width: 20%;" type="text"/> / <input style="width: 20%;" type="text"/> / <input style="width: 20%;" type="text"/>		

Section 7 – risk management

1. Do you or a duly authorised person witness clients' signatures on documents when required? Yes No
2. Do you always ask the client to review and sign off the loan application before it is submitted to the lender? Yes No
3. Do you always obtain verification of income from all loan applicants where required by lenders? Yes No
4. Are the implications of rate increases always discussed with the client? Yes No
5. When recommending the refinancing of an existing loan, do you always analyse the costs as well as the advantages and disadvantages of proceeding with the refinance? Yes No
6. Do you always sight the original documentation and undertake the 100 point ID check for all applicants named on the loan including any guarantor where required by Lenders? Yes No
7. Do you always disclose commissions as required by legislation? Yes No

Section 7 – risk management (continued)

8. Do you always undertake a comprehensive screening process for all staff and contractors (this should include at a minimum a police check and reference check)? Yes No
9. Are all brokers with less than 12 months experience working under supervision? Yes No
10. Do you keep records for a period of 7 years? Yes No
11. Do you always maintain copies of all verbal agreements/instructions by confirming these in writing with your clients? Yes No
12. Do you have any signature rights to any banking accounts which your clients' payments are deposited? Yes No
13. Has any partner, principal or employee ever been declared bankrupt or had a criminal conviction? Yes No

(If you have answered 'No' to any of Section 7. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and/or 11 or 'Yes' to any of Section 7. 12 and/or 13 please provide details on a separate sheet explaining your answer).

Section 8 – claims and circumstances

1. (a) Has any claim been made against the Insured or any principal, partner or director (either as a principal, partner or director of the Insured or of any previous business), consultant or employee in respect of the risks to which this proposal relates? Yes No
- (b) Has the Insured or any principal, partner, director, consultant or employee incurred any other loss or expense which might be within the terms of the Professional Indemnity cover? Yes No

If Yes in either case, please give details:

Date of claim or loss	Brief details of each claim or loss	Cost (if any) of claim paid or loss insured	Estimated outstanding loss
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

2. What action has been taken to prevent a recurrence of the situation which gave rise to each claim or loss?
-
-
-
-

3. Is any principal, director, partner, consultant or employee, **after enquiry**, aware of any circumstances which might:
- (a) give rise to a claim against the Insured or his/her predecessors in business or any of the present or former partners, principals, directors, consultants or employees? Yes No
- (b) result in the Insured or his/her predecessors in business or any of the present or former partners, directors, consultants, employees or principals incurring any losses or expenses which might be within the terms of the Professional Indemnity cover? Yes No
- (c) otherwise affect the Insurer's consideration of this Insurance? Yes No

If Yes to any, please give details, including maximum potential cost (by separate note if preferred)

It is agreed that if such facts, circumstances or situations exist, whether or not disclosed, any claim arising from them is excluded from this proposed insurance policy.

Section 9 – insurance

1. Please state Limit of Indemnity required under this Professional Indemnity insurance:
- \$1,000,000 \$2,000,000 \$5,000,000 \$10,000,000 \$20,000,000 Other
2. Please state Excess required (in most cases an Excess will be compulsory)
- \$1,000 \$2,500 \$5,000 \$7,500 \$10,000 Other amount

Please note, from the 1 July 2010 you are required to have a minimum limit of \$2,000,000 under the National Consumer Protection Act, 2009.

Declaration

I/We the undersigned duly authorised person(s) declare that:

- (i) I am/we are authorised by each of the Insured to sign this Proposal Form; and
- (ii) the above statements are correct, true and complete; and
- (iii) no information material to this Proposal Form has been withheld; and
- (iv) I/we have read the **important facts** which you have put before me/us and I/we understand the advice given in relation to the **duty of disclosure**; and
- (v) I/we have diligently made all necessary and detailed enquiries in order to comply with the **duty of disclosure**; and
- (vi) I/we understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance; and
- (vii) I/we undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
- (viii) I/we acknowledge that the insurer relies on the information and representations in this Proposal Form and otherwise made by me/us in relation to this insurance; and
- (ix) except where indicated to the contrary, I/we understand that any statement made in this Proposal Form will be treated by the insurer as a statement made by all persons to be insured; and
- (x) I/we have read Vero's Privacy Statement on this Proposal Form, and consent to the use, disclosure and obtaining of personal information about the Insured for the purposes shown in the Privacy Statement.

Signed

Name of Partner(s)
or Director(s)

On behalf of
(Insert Name of Firm)

Date

Additional information required

Additional information required by Credit Licence Holders who wish to have their policy cover contractors that operate as their authorised credit representative.

Please supply the following information by way of separate attachment.

1. Names of all the contractors you wish to be covered by your policy.
2. Criteria in becoming your authorised credit representative. As a credit licence holder we expect licence holders have formal processes in authorising their credit representatives. Please provide details regarding whether you conduct background reference checks, have a formal interview process, details of the minimum criteria and circumstances where you will not authorise a credit representative. Please supply and detail the entire application process.
3. Audit reviews of credit representative. We expect that credit licence holders will continually monitor and audit their authorised representatives to ensure they comply with the licence holders processes and procedures. Please supply a copy of audit documentation including a sample audit report, audit calendar, audit escalation process as well as general procedures and practices used (or will be used) to audit authorised representatives.

From the above you may gather that we are after the credit licence holders proposition for monitoring their authorised credit representatives and ensuring they comply with their risk management model.

Important Note about contractors:

Note that where cover for contractors is considered, cover will be restricted to professional services performed after the date they become the Insured's authorised credit representative. Contractors should be encouraged and should ensure they obtain a separate policy for services they performed prior to becoming your authorised credit representative.

Please attach brochures, written agreements or conditions of contract in connection with the professional services.

