

IMPORTANT INFORMATION Please read this first

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.

1. Your duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract. You do not need to tell us anything that:

- ▼ reduces the risk we insure you for; or
- ▼ is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

2. 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.

3. 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.

4. 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.

5. Privacu statement

AAI Limited trading as Vero Insurance is the insurer and issuer of your commercial insurance product, and is a member of the Suncorp Group, which we'll refer to simply as "the Group."

Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable. We collect personal information so that we can:

- identify you and conduct appropriate checks;
- understand your requirements and provide you with a product or service;
- set up, administer and manage our products and services and systems, including the management and administration of underwriting and claims;
- assess and investigate any claims you make under one or more of our products;
- ▼ manage, train and develop our employees and representatives;
- ▼ manage complaints and disputes, and report to dispute resolution bodies; and
- get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

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

If we ask for your personal information and you don't give it to us, we may not be able to provide you with any, some, or all of the features of our products or services.

How we handle your personal information

We collect your personal information directly from you and, in some cases, from other people or organisations. We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to you. They may also use your personal information to help them provide products and services to other customers, but they'll never disclose your personal information to another customer without your consent.

Under various laws we will be (or may be) authorised or required to collect your personal information. These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Income Tax Regulations 1936, Tax Administration Act 1953, Tax Administration Regulations 1976, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001, as those laws are amended and includes any associated regulations.

We will use and disclose your personal information for the purposes we collected it as well as purposes that are related, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- other companies within the Group and other trading divisions or departments within the same company (please see our Group Privacy Policy for a list of brands/companies);
- any of our Group joint ventures where authorised or required;
- ▼ customer, product, business or strategic research and development organisations;
- data warehouse, strategic learning organisations, data partners, analytic consultants;
- social media and other virtual communities and networks where people create, share or exchange information;
- publicly available sources of information;
- clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- a third party that we've contracted to provide financial services, financial products or administrative services – for example:
 - information technology providers,
 - administration or business management services, consultancy firms, auditors and business management consultants,
 - marketing agencies and other marketing service providers,
 - ▼ claims management service providers
 - print/mail/digital service providers, and
 - imaging and document management services;
- any intermediaries, including your agent, adviser, a broker, representative or person acting on your behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;
- a third party claimant or witnesses in a claim;
- accounting or finance professionals and advisers;
- government, statutory or regulatory bodies and enforcement bodies;
- policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder;
- in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- the Australian Financial Complaints Authority or any other external dispute resolution body;
- credit reporting agencies;
- other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;
- legal and any other professional advisers or consultants;
- ▼ hospitals and, medical, health or wellbeing professionals;
- debt collection agencies;
- any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, eg your mother.

We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons or organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

Overseas disclosure

Sometimes, we need to provide your personal information to – or get personal information about you from – persons or organisations located overseas, for the same purposes as in 'Why do we collect personal information?'

The complete list of countries is contained in our Group Privacy Policy, which can be accessed at www.vero.com.au/privacy, or you can call us for a copy.

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

How to access and correct your personal information or make a complaint

You have the right to access and correct your personal information held by us and you can find information about how to do this in the Suncorp Group Privacy Policy.

The Policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we'll deal with such a complaint. You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in **Contact Us**.

Contact us

For more information about our privacy practices including accessing or correcting your personal information, making a complaint, or obtaining a list of overseas countries you can:

- ▼ Visit www.vero.com.au/privacy.
- Speak to us directly by phoning one of our Sales & Service Consultants on: 1300 888 073 or by
- Email us at claims@vero.com.au

6. General Insurance Code of Practice

Vero Insurance 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 Insurance for more information about the Code, if required.

7. 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.

1. 0	Details of the insured								
	Name of all entities	to be in:	sured				Αl	BN	
		()						
2.	Telephone number		,			Facsimile numbe	er L'		
	Email address								
	Website address								
3.	Address of principal	office							
							State	Postcode	
4.	Address(es) of other	r office(s	;)						
							State	Postcode	
							State	Postcode	
			/	/]				
5.			,	,	J				
6.	Please tick the mos								
	Insured intends to c		ıs a:						
	(a) Credit Licence F(b) Authorised credi		antativa of a	Cradit Liaa	noo Holdor				
	(c) Mortgage / Finar					oor Cradit			
	(d) Dormant compa						or run-off nurn	2020	
						/	/		
	If dormant, please a					s			
	(e) Other, please de	scribe in	space prov	ided 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 ether (c) (d) or (e), please proceed directly to section 2.

1. Details of superannuation fund(s) (continued)

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

	Section A - Credit Licence Holder:	Section B -Authorised Representative of a C	Credit Licence Holder:			
	(a) Name of Credit Licence Holder	(a) Please advise the name of the Credit License Holder (if known) for which you will be operating under.				
	(b) Credit Licence Number	(If not known, please write "don't know").				
Impp	(c) Will the Insured or does the Insured have authorised credit representatives performing services under your credit licence? No Yes 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? No Yes Operation Note: If you have answered yes to 7c (iii) above, additional information required by Credit Licence Holders at the end of the	(b) Will you be operating as a authorised cre for any other Credit Licence Holder? N/A No Yes If Yes, please If Yes, please rmation will be required to consider this optics proposal form.	provide details			
2. /	Activities breakdown					
1.	(a) Please provide a breakdown of your source of funds for borrowers	s between the following:				
	(i) Banks		%			
	%					
	%					
	(iv) Other (please specify)		%			
	(b) For non-banking institutions, please list the names of the institution	Total ons you use	100%			
0						
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		%			
	(vi) Reverse mortgages		%			
	(vii) Other (please specify)		%			
		Total	100%			

2.	2. Activities breakdown (continued)	
	(b) Please indicate all professional services provided and allocate an approximate percentage of your fe income for each:	ee
	(i) Mortgage broking	%
	(ii) Finance broking	%
	(iii) Mortgage origination	%
	(iv) Mortgage aggregations / sub-aggregation	%
		%
	(v) Mortgage management	%
	(vi) Mortgage introduction / referral	%
	(vii) Debt reduction services	%
	(viii) Arranging deposit bonds	
	(ix) Other (please specify)	%
		Total 100%
3.	3. Additional portfolio breakdown	
1.	1. Please state the amount of the largest loan arranged or to be arranged for a client.	\$
2.	2. Has the Insured ever acquired a loan portfolio?	No Yes
	To enable us to consider whether we are able to provide this cover please provide the following details by very	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	
2	3. Please state the number of financial institutions/credit providers with whom the Insured holds	
٥.	direct accreditation.	
4.	4. Please list the top 5 lending institutions (most dealings with) with which the Insured is accredited.	
	(1)	
	(2)	
	(3)	
	(4)	
	(5)	
_		
Э.	5. Does the Insured hold a delegated lending authority on behalf of any financial institution or credit provide	
6.	Please estimate what percentage of the Insured's loan portfolio is represented by low doc loans, margi lending, non-conforming loans or reverse mortgages.	in %
7.	 Please estimate what percentage of loans in the Insured's portfolio have a loan value ratio (LVR) greater than 80%. 	yr %
8.	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	%

	Staff, qualifications and memberships								
1.	Please provide details of ALL qualif	ried principals / sole practitions	ers / b	roking / orig	•				
						of experience in the mortgage age management, mortgage			
	Name	Professional qualification		experience		gage broking industry.			
2. Please advise total numbers of:									
(a) Partners / principals / directors (d) Administrative and clerical staff									
	(b) Brokers / managers		(e)	Contractors					
	(c) Trainee staff		(f)	Other					
						T			
0				1 1 1 1		Total Staff			
3.	Has the Insured or anyone intender financial institution, aggregator, pro	,				any lender,			
	No Yes If Yes, please pro	•	vvitirai	avvii, caricoi	ilea of Tevokea:				
	ino ites in tes, piease pro	ovide details.							
1	Is the Insured a member of any mo	ortando acconiation or aggrega	tor?						
4.			ILOI !						
	No Yes If Yes, please ind		(
	☐MFAA ☐ FBAA ☐ PLA	N Wizard Lawfo	orm (NBG	Other L				
5. 0	Other general information								
1.	Has the Insured been involved in a	ny mergers or acquisitions in t	he las	st five years?	?				
	No Yes If Yes, please pro	ovide details.							
2	Has the Insured been involved in a	ay joint vantures in the last fiv	0.1/001	-6.2					
۷.			е ува	5!					
	No Yes If Yes, please pro	ovide details.							
3.	Is Previous Business cover required	d for the previous business of	any p	rincipal, dire	ctor or partner?				
	No Yes If Yes, please adv	vise.							
	Name of principal, director or partne		ous bu	ısiness		Professional services			
	Traine of principal, all octor of partite	Traine of provid				Trefederal del video			
	Note: Previous Business cover is n	ot automatically included.							
4.	Is the Insured represented in any v								
		te country, fees / turnover, nu		of staff and					
	Country	Fees/turnov	/er		Number of staff	Number of offices			
		\$							
		\$							
		\$							

= (other general information (continued)							
	Is the Insured represented in any way in North	America?						
	No Yes If Yes, please provide details.							
6.	Please state total gross income. NOTE: Total gross income includes all fees, cor contractors, sub-agents or the like for whom the Location		nsible.	n, bonuses ar ast 12 montl		vived by the Ir		ts
	(a) Australia	\$		_ast_12 monti \$	18	\$	itns	
	(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 pero	centage breakdown	of fees / tu	ırnover by loc	cation as follow	/S:		
	NSW VIC QLD SA	WA .	TAS	ACT	NT	Overseas	Total	$\overline{}$
	% % %	%	%	%	%	%	100%	%
8.	Is the Insured affiliated with any other type of bus No Yes If Yes, please detail below and		,			al conflict of in	iterest:	
6 . (Reneral details		. in fame 2					
1.	Does the Insured have any Professional Indemnit No Yes If Yes, please state:	y insurance currently	y in lorce?					
	Name of insurer		Limit of Inc	demnity				
	Renewal date		Excess					
	Retroactive date / /							
7. R	isk management							
	Do you or a duly authorised person witness cli	ents' signatures on	documents	s when requi	red?	No 🗌	Y€	es 🗌
2.	Do you always ask the client to review and sig	n off the loan applic	cation befor	e it is submit	tted to the lend	der? No 🗌	Y€	es [
3.	Do you always obtain verification of income from	om all loan applican	ts where re	quired by ler	nders?	No _	Y€	es [
4.	Are the implications of rate increases always d	liscussed with the o	client?			No L	Y€	es L
	When recommending the refinancing of an exi advantages and disadvantages of proceeding v	with the refinance?	,			No 🗆) Y€	es
Ь.	Do you always sight the original documentation named on the loan including any guarantor wh			ID check for	all applicants	No 🗆	∫ Y∈	es [
7.	Do you always disclose commissions as requir	ed by legislation?				No 🗌	Y€	es 🗆
	Do you always undertake a comprehensive scr (this should include at a minimum a police che	ck and reference ch	ieck)?			No _	1	es _
	Are all brokers with less than 12 months exper	rience working unde	er supervisi	on?		No L	∫ Y∈ ì	es L
1()	Do you keep records for a period of 7 years?					1/10	· Vc	20

7. Risk management (continued)										
11. Do you always maintain copies of all verbal agreements/instructions by confirmi your clients?	ng these in writing with	No Yes								
12. Do you have any signature rights to any banking accounts which your clients' payments are deposited?										
13. Has any partner, principal or employee ever been declared bankrupt or had a crit	minal conviction?	No Yes								
(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).										
8. Claims and circumstances										
 (a) Has any claim been made against the Insured or any principal, partner or partner or director of the Insured or of any previous business), consultar the risks to which this proposal relates? 		l, No 🗌 Yes 🗀								
	(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? No Yes									
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 , aw	are of any circumstances wh	ich 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?										
(b) result in the Insured or his/her predecessors in business or any of the pr	resent or former partners,									
directors, consultants, employees or principals incurring any losses or exwithin the terms of the Professional Indemnity cover?	kpenses which might be	No Yes								
(c) otherwise affect the Insurer's consideration of this Insurance?		No Yes								
If Yes to any, please give details, including maximum potential cost (by sepa	rate note if preferred)	100 🗀								
155 to drift, produce give details, including maximum potential cost (by Sepa	Tato Hoto II profotied)									
It is agreed that if such facts, circumstances or situations exist, whether	er or not disclosed, any clair	m arising from them is								
excluded from this proposed insurance policy.										
9. Insurance										
1. Please state Limit of Indemnity required under this Professional Indemnity i		¢								
□\$1,000,000 □\$5,000,000 □\$10,000,000	\$20,000,000	. [\$								
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 \$2,0	000,000 under the National Co	nsumer Protection Act, 2009.								

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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 Insurance's Privacy Statement in 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)					
Name of Farther(S) of Director(S)					
Position					
On behalf of (Insert Name of Firm)			<u> </u>		
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.

How to contact Vero Insurance

New South Wales/ACT

GPO Box 115 Sydney NSW 2001 Tel (02) 8121 1935

Fax (02) 8121 0700

South Australia/Northern Territory

GPO Box 1619 Adelaide SA 5001

Tel (08) 8205 5207 Fax (08) 8205 5199

Queensland

GPO Box 1453 Brisbane QLD 4001

Tel (07) 3135 2418 Fax (07) 3031 2049

Western Australia

GPO B78 Perth WA 6838

Tel (08) 9320 3955 Fax (08) 9320 3992

Victoria/Tasmania

GPO Box 1509 Melbourne VIC 3001

Tel (03) 9245 8218 Fax (03) 9245 8112

APUA

GPO Box 115 Sydney NSW 2001 Tel (02) 8121 0835 Fax (07) 3031 2625