

IMPORTANT INFORMATION

Please read this first

Superannuation Fund Trustees Liability Insurance proposal form for Master Trusts and Industry Funds

Important facts relating to this proposal form

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

1. 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.

2. Claims made and notified basis of coverage

Insuring Clause 1.1 of the Superannuation Fund Trustees Liability Insurance Policy is issued on a 'Claims made and Notified' basis.

This means that Insuring Clause 1.1 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 time at which the policy expires. 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 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 insurance cover provided by the contract."

When the policy period expires, no new notification of claims or 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. An exception to this is under the discovery period extension. If a discovery period is purchased as provided for in the extension, then some cover for new notification of claims or facts is available.

3. Retroactive date

If a retroactive date applies to Insuring Clause 1.1 of this policy then it means that cover is excluded for any wrongful act occurring or committed prior to the retroactive date.

4. Preservation of rights of recover

Our policy contains a provision that has the effect of excluding or limiting our liability in respect of a loss, if the Insured releases, agrees not to sue on, waives or prejudices its rights of recovery, or enters into any arrangement or compromise or does any act whereby any rights or remedies to which the insurer would be subrogated are or may be prejudiced.

5. 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 or of recovery against another.

6. Privacy 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 Financial Ombudsman Service 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

7. 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 the insured. Please contact Vero Insurance for more information about the Code, if required.

8. 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 corporate trustee, its directors and employees.
- 4. Reference to Fund in this Proposal Form means the fund or funds or trust or trusts listed in Q2.

Section 1 Details of corporate trustee

(a) Name of corporate trustee

ABN:

(b) Principal address

<input type="text"/>	<input type="text"/>	<input type="text"/>
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(c) Does the corporate trustee hold a Registrable Superannuation Entities licence?

No Yes If Yes, please provide number:

(d) Are there any predecessors to the corporate trustee?

No Yes If Yes, please provide name and ABN.

ABN:

Section 2 Details of fund

(a) Name of Fund

Date Fund established

(b) Has the Corporate Trustee commenced administration of or assumed liability for any fund?

No Yes If Yes, please provide details.

Name of Fund

Date commenced

Section 3 Regulation of fund

(a) Has the Fund ever received a notice of non-compliance with relevant legislation from the Australian Prudential Regulation Authority?

No Yes If Yes, please provide details of non-compliance.

(b) Has any court or regulatory body ever appointed a trustee to the Fund?

No Yes If Yes, please provide details.

Section 4 – Fund audit and actuarial report

- (a) Has the Fund been audited in the last 12 months? No Yes
- (b) Is the Fund required to obtain an actuarial report under the Deed or the Superannuation Industry (Supervision) Act (SIS)? No Yes

If Yes, please provide a copy of latest report.

Section 5 – Type of fund

Is the Fund:

- (a) an accumulation fund? No Yes
- (b) a defined benefits fund? No Yes
- (c) an allocated fund (combination of accumulation and defined benefits)? No Yes
- (d) other (please specify)? No Yes

Section 6 – Member

Please state number of:

Previous Financial Year

Current Financial Year

Active members in the Fund		
Pensioners currently in the Fund		
Deferred/preserved members in the Fund		

Section 7 – Fund Assets

Please state:

Previous Financial Year

Current Financial Year

Total assets at last valuation		
Contributions since last valuation		

Section 8 – Administration of fund

Name of administrator:

Section 9 – Consultants

Please state the name of the following consultants to the Fund.

Name of consultant

(a) Auditor	
(b) Actuary	
(c) Banker	
(d) Solicitors	
(e) Asset Consultant	
(f) Custodian	
(g) Other (please specify)	

Section 10 – Investment management

(a) Please state the number of investment managers

(b) Does the Fund investment management strategy comply with section 52(2) (f) of the Superannuation Industry (Supervision) Act (SIS)?
 Yes No If No, please provide details.

Section 11 – Liability Capping

Is the Insured’s ability to recover an amount from a third party limited or waived by the capping of the liability of a professional, professional services firm or company under professional standards legislation or by agreement?

No Yes If Yes, note that cover for a loss that the Insured is not able to recover, because of the capping of liability, is excluded. If a waiver of the exclusion is sought please advise as follows:

Name of professional services provider	Type of professional services	Amount of capped liability
<input type="text"/>	<input type="text"/>	<input type="text"/>

Section 12 – Insurance of the Fund

(a) What insurance protection has been arranged for the members of the Fund:	No <input type="checkbox"/>	Yes <input type="checkbox"/>	Name of Insurer
(i) Group life policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
(ii) Salary continuance policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
(iii) Individual life policies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
(iv) Other (please specify) <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

(b) Does the Fund self-insure any of the above?
 No Yes If Yes, please provide details.

Section 13 – Claim history

(a) Has any claim ever been made or civil or criminal proceedings brought or threatened against the Insured? No Yes

(b) Has the Fund or the Insured ever been subject to any formal or official investigation, examination or other proceedings in relation to superannuation regulation, including any such proceedings initiated by the Superannuation Complaints Tribunal or any other officially recognised regulatory body or any criminal investigations? No Yes

If Yes to (a) or (b), please provide details.

Date of claim or proceeding	Details of each claim, proceedings or investigation including name of claimant, nature of allegation, details of determinations or judgments and any monetary damages, defence costs, settlements, fines or penalties	Cost (if any) incurred (whether insured or not) Amount Paid	Estimated amount outstanding
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

What action has been taken to prevent a recurrence of the situation that gave rise to each claim, proceeding or investigation?

Section 14 – Known circumstances

After enquiry, is the Insured aware of any act, omission, conduct, fact, event, circumstance or matter:

- (a) Which might reasonably be expected to give rise to a claim or lead to civil or criminal proceedings against the Insured? No Yes
 - (b) Which might reasonably be expected to give rise to any formal or official investigation, examination or other proceedings in relation to superannuation regulation, including any such proceedings initiated by the Superannuation Complaints Tribunal or any other officially recognised regulatory body, or any criminal investigations? No Yes
 - (c) Which has been or should have been the subject of any written notice given under any policy of which this proposed Superannuation Trustees Liability insurance is to be a direct or indirect renewal or replacement? No Yes
- If Yes to (a), (b) or (c), please provide details.

Fact, circumstance or situation	Current status	Date first became aware	Insurer to whom notified	Date of notification to Insurer
		/ /		/ /
		/ /		/ /
		/ /		/ /

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 coverage.

Section 15 –Details of superannuation fund trustees liability coverage requested

Limit of Liability	\$	\$	\$
Excess	\$	\$	\$

Section 16 – Criminal acts

Is Criminal Acts cover required? (Covers loss of fund property by theft, fraud or dishonesty of a director or employee of the corporate trustee.)

No Yes If Yes,

(a) What sub-limit is required? \$ (the sub-limit is included in the Limit of Liability)

(b) During the last three years has the Fund sustained any loss of property caused by theft, fraud or dishonesty?

No Yes If Yes, please provide details:

External audit

(c) Have any weaknesses in internal controls been identified by the external auditors?

No Yes If Yes, please provide details.

(d) Have all recommendations by external auditors regarding internal controls been complied with following the last audit?

Yes No If No, please provide details.

Internal audit

(e) Is there an internal review of the control procedures employed by the Fund?

No Yes If Yes,

(i) who performs such review?

(ii) how often are the reviews carried out?

(iii) to whom are the findings reported?

(iv) have all the resulting recommendations been complied with?

No

Yes

Computer systems

(f) Are the duties of programmers and operators separated?

No

Yes

(g) Are pre-authorised controls maintained for all programmers and operators?

No

Yes

(h) Is the Insured's system programmed to detect and report any unusual account activity and unauthorised changes?

No

Yes

(i) Is access to the computer system restricted by passwords used to give various levels of entry depending on the user's authorisation?

No

Yes

(j) Does the system regularly require that passwords are changed?

No

Yes

(k) Are passwords withdrawn immediately when employees leave?

No

Yes

(l) How often is virus detection software updated?

(m) Does the Insured's computer system offer a dial-up facility?

No

Yes

If Yes, is this restricted solely to the provision of information or an electronic mail function?

No

Yes

If No to (f), (g), (h), (i), (j) or (k) please provide details of the controls in place.

Section 17 – Loss of or damage to documents

(a) Does the Insured have in place procedures for the security and the daily back up of documents which are the property of the Insured and which relate to the trusteeship of the Fund?

No

Yes

(b) During the last three years has the Insured incurred any costs and expenses in replacing or restoring lost or damaged documents of the type described in a. above?

No

Yes

No Yes If Yes, please provide details.

Section 18 – Current Insurance

(a) Does the Insured currently hold any Superannuation Fund Trustees Liability Insurance?

No Yes If Yes, please provide details.

Insurer

Limit

Excess

Policy Period

(b) Has any insurer, in respect of the risks to which this Proposal Form relates, ever:

(i) declined a proposal, refused renewal or terminated an insurance?

No

Yes

(ii) required an increased premium or imposed special conditions?

No

Yes

(iii) declined an insurance claim by the Insured or reduced its liability to pay an insurance claim in full (other than by application of an Excess)?

No

Yes

If Yes to (i), (ii) or (iii) please provide details.

Section 19 – Stamp duty

Please provide a breakdown in the number of employees by location as follows.

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas
<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"/>

Supporting information

Please enclose the following documents in support of this Proposal Form:

- ▼ Latest APRA annual report for each Fund
- ▼ Latest audited annual report for each Fund or the latest annual report to members
- ▼ Latest actuarial report for each Fund

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.
- (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 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

Position

On behalf of (Corporate Trustee)

Date

We recommend that you keep a record, including copies of letters and this Proposal Form, of all information supplied to us for the purpose of entering into this contract.

How to contact Vero Insurance

New South Wales/ACT

GPO Box 115
Sydney NSW 2001
Tel (02) 8121 1935
Fax (02) 8121 0700

Queensland

GPO Box 1453
Brisbane QLD 4001
Tel (07) 3135 2418
Fax (07) 3031 2049

Victoria/Tasmania

GPO Box 1509
Melbourne VIC 3001
Tel (03) 9245 8218
Fax (03) 9245 8112

South Australia/Northern Territory

GPO Box 1619
Adelaide SA 5001
Tel (08) 8205 5207
Fax (08) 8205 5199

Western Australia

GPO Box B78
Perth WA 6838
Tel (08) 9320 3955
Fax (08) 9320 3992