

# Motor / Machinery Dealer Proposal

# AGD

Associated General  
and Dealer  
UNDERWRITING AGENCY

Allianz 

## Your Duty of Disclosure

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

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

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

## Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim, cancel the contract, or both.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

## Privacy Notice

At Allianz, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988 (Cth)*.

## How We Collect Your Personal Information

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

## Why We Collect Your Personal Information

We collect your personal information to enable us to provide our products and services, including to process and settle claims; offer our products and services and those of our related companies, brokers, intermediaries and business partners that may interest you; and conduct market or customer research to determine those products or services that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to our website's Privacy section at [www.allianz.com.au](http://www.allianz.com.au)

enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

## Disclosure Overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration

## Access to Your Personal Information and Complaints

You may ask for access to the personal information we hold about you and seek correction by calling 1300 360 529 EST 8am-6pm, Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available at [www.allianz.com.au](http://www.allianz.com.au).

## Telephone Call Recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

## Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under this Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria and for more information see APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 55 88 49.

## How to fill out this Proposal

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

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

## Definitions

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

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

**Who We Disclose Your Personal Information To**

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related

“Excess” means either the amount of money specified in the Schedule or otherwise stated in the Policy for each applicable Section that you must contribute as the first payment for all claims arising out of one event, or the period specified in the Schedule or otherwise stated in the Policy for which no payment will be made by us. There is a special Excess which applies to loss or damage caused by an earthquake.

# Motor / Machinery Dealer Proposal

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

**Underinsurance**

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

**Claims Made Sections**

The following Sections within this Policy provide insurance on a ‘claims made and notified’ basis:

1. Section Eleven - Tax Audit;
2. Section Thirteen – Professional Indemnity;

This means that these Sections cover you for claims made against you and notified to Us during the period of insurance.

Under these Sections, the Policy does not provide cover in relation to:  
 - acts, errors or omissions actually or allegedly committed prior to the retroactive date of the Policy (if such a date is specified);

- claims made after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
- claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
- claims made, threatened or intimated against you prior to the commencement of the period of insurance;
- facts or circumstances of which you first became aware prior to the period of insurance, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this Policy;
- claims arising out of circumstances noted on the proposal form for the current period of insurance or on any previous proposal form.

Where you give notice in writing to Us of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of insurance, you may have rights under Section 40(3) of the Insurance Contracts Act 1984 to be indemnified in respect of any claim subsequently made against you arising from those facts notwithstanding that the claim is made after the expiry of the period of insurance.

Any such rights arise under the legislation only. The terms of the policy and the effect of the policy is that you are not covered for claims made against you after the

## Applicant Details

Existing Policy Number(s) (Renewals Only)			
Intermediary			
Current Insurer			
Period of Insurance		to 4pm,	

**Important Information To Be Declared**

Have you or any persons applying for this insurance:

- |  |               |
|--|---------------|
| 1 Been convicted of, or had any fines or penalties imposed for, a criminal offence in the last 10 years?   | Please Select |
| 2 Been placed in bankruptcy, receivership or liquidation within the last 10 years?   | Please Select |
| 3 In the last 5 years, had any insurer decline any claim or proposal, cancel or refused to renew a policy, increase premium or impose special terms, conditions or restrictions on a policy? | Please Select |

If you have answered "Yes" to any of these questions, please provide full details.

**Business Details**

	<b>Address</b>	<b>Suburb</b>	<b>Postcode</b>
Principal Situation			
Description of Business			
<ul style="list-style-type: none"> <li>• Are the Premises occupied exclusively as a Vehicle Dealership, including incidental service and repair of vehicles?</li> <li>• Does the owner of this Vehicle Dealership own other business's or operate any other business</li> </ul> <p style="color: red;">(Your vehicle Dealership Policy does not cover any other commercial operations unless specifically agreed and noted on the Schedule below)</p> <ul style="list-style-type: none"> <li>• Commercial Operations Allowed in addition to</li> </ul>	Dealership Business and the following: 1 <input style="width: 100%;" type="text"/> 2 <input style="width: 100%;" type="text"/> 3 <input style="width: 100%;" type="text"/>		
<ul style="list-style-type: none"> <li>• How long has the Business been established</li> <li>• No of Employees</li> </ul>			

- What types of Vehicles are sold


- No of Vehicles sold per month

Retail  
Wholesale


- Total value of Vehicles in stock


- Do you import Vehicles or Accessories

Please Select

## Section 1 - Industrial Special Risks: Material Damage - Not Selected

<b>Is this Section required?</b>	Please Select
<b>Limit of Indemnity</b>	
<b>Declared Values (Total of all Situations)</b>	
Buildings	
Contents, Machinery and Plant (excl. Stock)	
Stock in Trade, including Vehicles/Farm Machinery	
Customers' Goods including Vehicles/Farm Machinery	
<b>Total Declared Values</b>	<b>\$ Nil / Not Insured</b>
<b>Situation</b>	
<b>Address</b>	<b>Potscodes</b>
1	
2	
3	
4	

<b>Underwriting Information</b>						
	<b>Digital Photos</b>	<b>Occupancy</b>	<b>Age</b>	<b>Walls</b>	<b>Roof</b>	<b>Floors</b>
1				Please Select	Please Select	Please Select
2				Please Select	Please Select	Please Select
3				Please Select	Please Select	Please Select
4				Please Select	Please Select	Please Select
	<b>Sprinklers</b>	<b>Smoke Detectors</b>	<b>Hydrants</b>	<b>Hose Reels</b>	<b>Extinguishers</b>	
1	Please Select	Please Select	Please Select	Please Select	Please Select	
2	Please Select	Please Select	Please Select	Please Select	Please Select	
3	Please Select	Please Select	Please Select	Please Select	Please Select	
4	Please Select	Please Select	Please Select	Please Select	Please Select	

## Section 2 - Industrial Special Risks: Business Interruption - Not Selected

<b>Is this Section required?</b>	Please Select
<b>Limit of Indemnity</b> (Indemnity Period: 12 months)	
<b>Declared Values (Total of all Situations)</b>	
Gross Profit	
Loss of Rent Receivable	
Payroll (if not included within Gross Profits)	
<b>Total Declared Values</b>	<b>\$ Nil / Not Insured</b>
Uninsured Working Expenses	

## Section 3 - Industrial Special Risks: Crime & Contingencies - Not Selected

<b>Theft - Is this Section required?</b>	Please Select
<b>Limit of Indemnity</b>	
Theft: Whole Vehicles only –	per vehicle maximum per event
Theft: Accessories*	
Theft: Contents, Plant & Machinery (other than vehicles & accessories)	
<i>* Note that if "Parts &amp; Accessories" is not taken, then fitted accessories will not be covered under this Section</i>	
<b>Money - Is this Section required?</b>	Please Select
<b>Limit of Indemnity</b>	
Combined	
Outside Business Hours - not in safe (maximum \$2,000)	
<b>Glass - Is this Section required?</b>	Please Select
If Yes - do you have a showroom?	Please Select
<b>Limit of Indemnity</b>	
Glass	Replacement Value
Illuminated signs (maximum \$2,000)	Please Select
<b>Underwriting Information</b>	
1 Key Cabinets - refer to <b>Important Notice</b> below on Specific exclusions	Please Select
2 Local Alarm	Please Select
3 Monitored Alarm	Please Select
4 Security Patrol	Please Select
5 Perimeter Fencing	Please Select
6 Bollards - All Exits	Please Select
7 Are all vehicles contained in locked buildings during non-business hours?	Please Select

## Section 4 - General Property - Not Selected

Is this Section required?

Please Select

**Limit of Indemnity**

Spare Parts in Mobile Service Vans or Owned Delivery Vans

Unspecified tools in Mobile Service Vans (limit \$2,000 anyone item)

Unspecified Laptops

Photographic Equipment and Computer Equipment

**Total Sum Insured**

\$ Nil / Not Insured

## Section 5 - Public and Products Liability - Not Selected

**Is this Section required?**

**Limit of Indemnity**

Cost of Rectifying Faulty Workmanship or Reperformance (maximum \$20,000)

Property in Physical or Legal Control (maximum \$100,000)

**Underwriting Information**

No. of Directors/Principals

No. of Employees

**Turnover from all sources within Australia**

Retailing/Wholesaling - Used Motor Cycles, Vans Caravans, Boats etc

Retailing - Spare Parts

Vehicle Service

Commissions from the Finance and Insurance Agency

Other Income  Please detail

**Total Turnover**  \$ **Nil / Not Insured**

**Contractual Agreements**

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

Please provide details if you have answered "Yes".

## Section 6 - Commercial Motor - Not Selected

**Is this Section required?**

**Part A - Loss or Damage to Vehicles**

(i) Held as stock, or for which you are legally responsible in the care of authorised drivers **Limit of Indemnity**

*(this Section is available for vehicles being driven by potential purchasers and others having the authorised use of Stock Vehicles)*

(ii) Specified and owned privately

*(this Section is available for vehicles, other than Stock Vehicles, as would be insured under usual commercial motor vehicle terms. You are responsible for providing the Registered Owner(s) with a PDS). Where cover is required, list vehicles below:*

Year	Make/Model	Rego No.	Registered Owner	Drivers Age	Market Value

(iii) Whilst trade plates are affixed  \$ **Nil / Not Insured**

**Part B - Liability to Third Parties**

Property Damage  \$ 20,000,000

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

**Underwriting Information**

No. of Trade Plates & Plate Registration Numbers held by the Dealership

**Declared Drivers / Vehicles**

Provide name and current age of authorised drivers.

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

Directors / Principals		Drivers Age	Max. Value of Vehicle
Name			
Family Name		Drivers Age	Max. Value of Vehicle
Sales Staff Name		Drivers Age	Max. Value of Vehicle
Other Staff Name		Drivers Age	Max. Value of Vehicle

## Section 7 - Employee Dishonesty - Not Selected

<b>Is this Section required?</b>	Please Select
<b>Limit of Indemnity</b>	Please Select
<b>Underwriting Information</b>	
Please specify number of:	
Principals	
Used Car Sales staff	
Finance and Insurance personnel	
Staff with no access to money, cheques, parts or keys	
Staff with access to money, cheques, parts or keys	
How often are bank statements and books of accounts reconciled?	Please Select
How often are stock takes of Vehicles conducted?	Please Select
How often are stock takes of Parts conducted?	Please Select
Are your accounts independently audited annually?	Please Select
Name of independent auditor	
Are all recommendations of your Auditor implemented?	Please Select
Is cover required for Superannuation Funds for employee other than directors?	Please Select
Method used to pay wages	Please Select

## Section 8 - Machinery Breakdown - Not Selected

<b>Is this Section required?</b>	Please Select
<b>Limit of Indemnity</b>	
Blanket Machinery	Please Select
Specified Machinery (as listed)	
1	
2	
3	

## Section 9 - Computer / Electronic Equipment Breakdown - Not Selected

<b>Is this Section required?</b>	Please Select
<b>Limit of Indemnity</b>	
On computer and/or electronic equipment - up to the Cost of New Replacement	Please Select
<b>Sub Limits</b>	
Restoration of data (except computer virus (as defined) which is \$1,000)	
Increased cost of working (uo to 3 months)	
<b>Underwriting Information</b>	
Is there a maintenance program in place?	Please Select

## Section 10 - Hail - Not Selected

<b>Is this Section required?</b>	Please Select
<b>Limit of Indemnity</b>	
Total value of vehicle stock Exposed	
Total value of vehicle stock protected by specifically built hail structures	
Total value of vehicle stock held within permanent building structure	
<b>Total value of all vehicle stock (must equal to declared stock under Section 1)</b>	<b>\$ Nil / Not Insured</b>
<b>Optional Benefit</b>	
Temporary Removal of Vehicle (Sub Limit: \$100,000 for total of all Stock Card value vehicles per event)	Please Select
Diminished Value Allowance	Please Select
Advertising costs (\$200 / vehicle; \$20,000 / event)	Please Select
Vehicles Purchased but Not Delivered (\$100,000 for total of all Stock Card value vehicles per event)	Please Select

## Section 11 - Tax Audit - Not Selected

<b>Is this Section required?</b>	Please Select
<b>Limit of Indemnity</b>	Please Select
<b>Underwriting Information (All questions must be answered if quotation required)</b>	
1 Does a Registered Tax Agent prepare and lodge your income tax return/s?	Please Select
2 Has an Audit by a Commissioner of Taxation been conducted?	Please Select
3 Have you had any fines or penalties in the last 5 years?	Please Select
4 Has a notification of a forthcoming or likely Tax Audit been received?	Please Select
5 Have you had any reason to believe that you are likely to be the subject of a Tax Audit?	Please Select
Please provide details if you have answered "Yes" to the questions 3, 4 or 5.	

## Section 12 - Transit - Not Selected

<b>Is this Section required?</b>	Please Select
<b>Limit of Indemnity</b>	
1 PART A - Fire, Collision and Overturning, or	Please Select

2 PART B - Fire, Collision, Overturning and Theft from securely locked vehicle following forcible entry

Please Select

**Sub Limits**

Debris Removal: Limited to lesser of 10% of the consignment value or \$50,000 whichever is the lesser

**Underwriting Information**

**Annual Sendings**

Used Vehicles  
Parts and Accessories



## Section 13 - Professional Indemnity - Not Selected

Is this Section required? (All questions must be answered if quotation required)

Please Select

**Important Notice: This Section operates on a "Claims Made" basis.** Full details are contained in the Policy document.

**Limit of Indemnity**

Please Select

Aggregate Limit of Indemnity

Please Select

**Underwriting Information**

- 1 Do you have operations or perform work outside of Australia?
- 2 Do you perform work for clients outside of Australia?
- 3 Do you have or perform any financing activity other than of being an agent for a financial institution in the arranging of finance concurrently with or as incidental part of the sale of a vehicle?
- 4 Have any claims, either successful or otherwise, ever been made against you or your subsidiaries or related companies or their predecessors in business or any present or past director or principal?
- 5 Are you, or any of your directors, principals or senior manager, after enquiry, aware of any circumstances which may give rise to a claim, against you or your subsidiaries or related companies or your or their predecessors in business or against any current or former director or principal whether you consider yourselves liable or not?

Please Select

Please Select

Please Select

Please Select

Please Select

**If you have answered "Yes" to any of the above questions, please attach full details.**

# Claims Declaration

## Notes

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

Date of Loss	Claims (Paid + Outstanding)	Excess	Type of Loss	Description of Loss

## Important Notice

Your attention is drawn to the following Specific exclusions:

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

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

- i) Vehicles stolen resulting from or involving the use of the Vehicle's own key. Provided that this exclusion will not apply where:
  - i. the Vehicle's key is locked within:
    - a steel key cabinet which we approve of which is securely affixed to the Building; or
    - a safe; and is obtained by violent and forcible means; or
  - ii. the Vehicle's key is obtained by violence or force, or threat of violence or force, to you, a Bailee, your employee or customer.
- j) loss through theft by a trick or by false pretenses or a loss by theft committed by a Bailee or a loss by fraudulent conversion.

### Section 5 Public & Products Liability (Specific exclusion 21. Page 29)

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

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

### Section 6 Commercial Motor (Specific exclusion part A 7. Page 31)

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

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

## Declaration

### Declaration

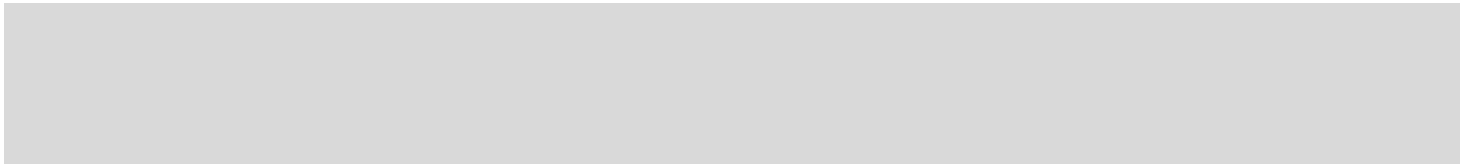
This declaration applies to all the insurance You are applying for in this Proposal.

I/We declare and agree:

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

### Other Information

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



**Signature of Proposer  
Name**

	<b>Date</b>	