

# professional indemnity

insurance proposal form for mortgage or finance brokers, mortgage aggregators, sub-aggregators, managers, originators, introducers or referrers



## 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.

### 3. Privacy Statement

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

#### Purpose of collection

We collect personal information (this is information or an opinion about an individual whose identity is apparent or can reasonably be ascertained and which relates to a natural living person) from or about you, for the purposes of:

- identifying you when you do business with us;
- establishing your requirements and providing you with 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 provided following acceptance of an application;
- assessing and investigating and, if covered, managing claims 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.

We may use and disclose your personal information for a secondary purpose related to those purposes listed above, where you would reasonably expect us to sue 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 purposes listed above.

#### Disclosure

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

- other companies within the Suncorp group;
- intermediaries including your agent, adviser, a broker, a representative acting on your behalf, other Australian Financial Services Licensees or our authorised representatives and our agents;
- government bodies, law enforcement or statutory bodies, other insurance companies, reinsurers, financial institutions, insurance and claims reference providers, credit agencies, loss assessors, financiers or investigative service providers;
- mailing houses, customer research organisations;
- legal and other professional advisers; and
- other service providers, hospitals, medical and health professionals.

## Marketing purposes

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. We may also use your personal information for the purpose of marketing other products and services of third parties we think may be of interest to you. 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. Please contact us on the details provided on the last page of this Proposal Form.

## Disclosure of personal information overseas

Our business is trans-Tasman and therefore we will have instances where for the purposes detailed above we may send your personal information to other companies in Suncorp who are in either in Australia or New Zealand. There are also other instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include:

- 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
- it is necessary in order to facilitate a transaction on your behalf.

## Consequences if information is not provided

If you do not provide us with the information we need we will be unable to administer your policy or manage any claim under your policy.

## Access

You can request access to the personal information we hold about you by contacting a Vero office at one of the addresses shown on the last page of this Proposal Form. In some circumstances we are able to deny your request to your personal information, such as when it is unlawful to give it to you. If we deny your request for access, we will tell you why.

## Privacy Statement Issued

Vero Insurance Limited – registered office Level 18, 36 Wickham Terrace, Brisbane, Queensland 4000.

## 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

	ABN:	
	ABN:	

2. Telephone Number

Facsimile Number

Email Address

Website Address

3. Address of Principal Office

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

	State	Postcode
--	-------	----------

	State	Postcode
--	-------	----------

5. Date business established

6. a) Please list all professional services provided and allocate an approximate percentage of your fee income for each.

Professional Services

Mortgage/finance broking (introduces borrowers to lenders but has no ongoing involvement with the loan)  %

Mortgage origination lender who obtains funds from a securitised portfolio of loans (generally from a bank)  %

Mortgage aggregation/sub-aggregation  %

Mortgage management (responsible for arranging the funds for a loan and the ongoing, prudent management through the life of the loan)  %

Mortgage introduction/referral  %

Debt reduction services  %

Arranging deposit bonds  %

Other (please specify)

	<input style="width: 100%;" type="text"/> %
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	<input style="width: 100%;" type="text"/> %
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	<input style="width: 100%;" type="text"/> %
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b) If the Insured is a mortgage aggregator or sub-aggregator please advise:

i) How many members does the Insured have?

ii) Total annual income distributed to members by the Insured

Last 12 months <input style="width: 150px;" type="text"/>	Next 12 months (estimated)	<input style="width: 150px;" type="text"/>
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c) Are there any intended changes to the professional services described in Q6 a.

Yes  No

If Yes, please provide details

7. Has the Insured been engaged in any other professional service or activity other than described in 6a above? Yes  No

If Yes, please provide details

8. 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"/>

9. Please advise total numbers of:

a) Partners / Principals / Directors	<input type="text"/>	d) Administrative & 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"/>
<b>Total Staff</b>			<input type="text"/>

10. 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

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

If Yes, please provide details

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

If Yes, please provide details

13. 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

14. Does the Insured arrange loans for property in suburbs in South Western Sydney (suburbs in the local government areas of the City of Canterbury, City of Bankstown, City of Liverpool, City of Campbelltown and Camden Council)? Yes  No

If Yes, please advise the percentage of total loans arranged in respect of these suburbs  %

15. 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

16. 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"/>

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

If Yes, please provide details

  


18. 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	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
b) elsewhere (excluding North America)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
c) in North America (including work performed outside those areas for persons, companies, firms, or organisations having an address therein)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
<b>Total of a), b) and c) above</b>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

19. Stamp Duty Declaration – Please provide a percentage breakdown of fees / turnover by location as follows

NSW	%	VIC	%	QLD	%	SA	%	WA	%
TAS	%	ACT	%	NT	%	Overseas	%	<b>Total</b>	<b>100%</b>

20. If the Insured performs work overseas are Australian Financial Institutions always used? Yes  No

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

22. Has the Insured ever acquired a loan portfolio? Yes  No

Please note that the Policy will not automatically cover claims arising from an acquired loan portfolio. To enable us to consider whether we are able to provide this cover please advise the following:

- 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

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

24. Please list the top 5 lending institutions (most dealings with) with which the Insured is an accredited mortgage/finance broker:

- 1)
- 2)
- 3)
- 4)
- 5)

25. Does the Insured hold a delegated lending authority on behalf of any financial institution or credit provider? Yes  No

26. Does the Insured provide or has the Insured in the past provided finance or mortgage broking services in relation to solicitor funds, private first mortgage and/or pooled mortgage investment schemes? Yes  No

**Section 1 – details of the insured (continued)**

If Yes

a) What percentage of funds are from these sources?

 %

b) If the Insured is no longer providing such services please advise the date when the Insured ceased this activity.

 /  / 

c) If the Insured is currently providing such services or plans to do so in the future, please provide details.



27. Please provide a breakdown of the Insured's loan portfolio between:

Residential/investment property loans

 %

Commercial chattel finance/plant and equipment/business loans

 %

Vehicle financing/personal loans

 %

Commercial construction/property development

 %

**Total 100%**

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

 %

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

 %

30. Does the Insured have contractors?

Yes  No

If Yes, do the contractors perform 100% of their activities for the Insured?

Yes  No

Contractors who do not perform 100% of their activities for the Insured are not eligible to be included as Insureds under the Policy.

31. Does the Insured operate in Western Australia?

Yes  No

If Yes, which class of licence does the Insured hold or/is applying for through the Commission of Consumer Protection?

A  B  C  D

32. Does the Insured have any Professional Indemnity Insurance currently in force?

Yes  No

If Yes, please state:

Name of Insurer

Limit of Indemnity

Renewal Date

 /  / 

Excess

Retroactive Date

 /  / 

**Section 2 – risk management**

1. a) Does the Insured or a duly authorised person witness clients' signatures on documents when required?

Yes  No

b) Are all brokers with less than 12 months experience working under supervision?

Yes  No

c) Does the Insured always sight original documentation and undertake the 100 point ID check?

Yes  No

d) Does the Insured always disclose commissions as required by legislation?

Yes  No

e) Does the Insured always ask the client to review and sign off the loan application before it is submitted to the lender?

Yes  No

f) Does the Insured always obtain verification of income from all loan applicants?

Yes  No

g) Are the implications of rate increases always discussed with the client?

Yes  No

h) When recommending the refinancing of an existing loan, does the Insured always analyse the cost as well as the advantages and disadvantages of proceeding with the refinance?

Yes  No

i) 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

If No to any, please provide details.

2. a) Has any partner, principal or employee ever been declared bankrupt or had a criminal conviction? Yes  No
- b) Does the Insured have signature rights to any banking accounts into which clients' payments are deposited? Yes  No

If Yes to any, please provide details.

**Section 3 – general details**

1. Has any insurer, in respect of the risks to which this proposal relates, ever:
- a) declined a proposal, refused renewal or terminated an insurance? Yes  No
- b) required an increased premium or imposed special conditions? Yes  No
- c) 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)? Yes  No

If Yes to any of the above, please give details

**Section 4 – 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?
- 
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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 5 – 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 \$

**additional information required**

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

**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

**How to contact Vero Profin**

**New South Wales**

Locked Bag 25,  
Australia Square, Sydney NSW 1215  
DX 10282 Sydney Stock Exchange  
Tel (02) 9295 4292  
Fax (02) 9295 4323

**Queensland**

GPO Box 41  
Brisbane QLD 4001  
DX 200 Brisbane  
Tel (07) 3246 6169  
Fax (07) 3246 6024

**Victoria**

PO Box 294  
Collins St West, Melbourne VIC 8007  
DX 273 Melbourne  
Tel (03) 9245 8218  
Fax (03) 9245 8112

**South Australia**

GPO Box 1619  
Adelaide SA 5001  
DX 552 Adelaide  
Tel (08) 8205 5208  
Fax (08) 8205 5199

**Western Australia**

GPO B78  
Perth WA 6838  
DX 125 Perth  
Tel (08) 9211 4177  
Fax (08) 9211 4189

Additional information can be provided here.