





**Your Business Profile (cont.)**

If you have ticked Yes to any of the above, please provide details.

Fleet growth: please indicate the number of each combination for the preceding 3 years.

**This Year**  
**Combination** **Number**

- Rigid Trucks
- Semi Trailer (single articulated) B Doubles
- B Triples
- Road trains (Triple)
- Road trains (Quadruple)

**Last Year**  
**Combination** **Number**

- Rigid Trucks
- Semi Trailer (single articulated) B Doubles
- B Triples
- Road trains (Triple)
- Road trains (Quadruple)

**Year Prior**  
**Combination** **Number**

- Rigid Trucks
- Semi Trailer (single articulated) B Doubles
- B Triples
- Road trains (Triple)
- Road trains (Quadruple)

What is the average length of employment for drivers?

Do You have Your own servicing and repair facilities?  Yes  No

**Risk Management**

Are You NHVAS accredited?  Yes  No Accreditation No:  
(If yes, please indicate for which components: Mass, Maintenance and/or Fatigue)

Are You a member of a transport/trucking association? (If yes, please provide name)  Yes  No

Do Your trucks have satellite tracking or another type of tracking system?  Yes  No  
(If yes, please indicate the type of tracking and who is responsible for monitoring it)

If yes, is it monitored continuously? (e.g. 24 hours per day 7 days per week)  Yes  No

Do Your trucks have an on-board camera system?  Yes  No

Do You have driver induction & training procedures?  Yes  No  
(If yes, please indicate whether in-house or external provider)

Does Your company have driver manuals and driver daily checklist sheets?  Yes  No

**Dangerous Goods**

Do You carry any Dangerous Goods?  Yes  No

Class 1: Explosives	<input type="checkbox"/> Yes <input type="checkbox"/> No	Class 6.1: Toxic Substances	<input type="checkbox"/> Yes <input type="checkbox"/> No
Class 2: Gases	<input type="checkbox"/> Yes <input type="checkbox"/> No	Class 6.2: Infectious Substances	<input type="checkbox"/> Yes <input type="checkbox"/> No
Class 3: Flammable Liquids	<input type="checkbox"/> Yes <input type="checkbox"/> No	Class 7: Radioactive Material	<input type="checkbox"/> Yes <input type="checkbox"/> No
Class 4: Flammable Solids	<input type="checkbox"/> Yes <input type="checkbox"/> No	Class 8: Corrosive Substances	<input type="checkbox"/> Yes <input type="checkbox"/> No
Class 5: Oxidising Substances	<input type="checkbox"/> Yes <input type="checkbox"/> No	Class 9: Miscellaneous (If selected please provide full details below)	<input type="checkbox"/> Yes <input type="checkbox"/> No

What is the **maximum** number of Vehicle combinations on any given day carrying Dangerous Goods?

Placard/non-placard \_\_\_\_\_ Flammable/non-flammable \_\_\_\_\_

What limit of Dangerous Goods liability cover do you require?  
\$1,000,000 \_\_\_\_\_ \$5,000,000 \_\_\_\_\_ \$10,000,000 \_\_\_\_\_

Other (please specify):

**Claims Experience**

Period	No. Claims	Cost of Claims
Year 1 (12 months)		
Year 2 (24 months)		
Year 3 (36 months)		
Year 4 (48 months)		
Year 5 (60 months)		
What was the largest single claim?		
Please attach claims history on underwriter letterhead.		

Please provide the details surrounding any individual losses greater than \$75,000

**History**

- Have You or Your directors been convicted of any criminal offences in the past 5 years?  Yes  No
- Have You, as an entity, been charged with any breach of any state’s Road Safety Vehicle Regulations?  Yes  No
- Have You ever had any insurance declined, cancelled or refused in the past?  Yes  No
- Have You operated under a different entity that has had any insurance declined, cancelled or refused in the past?  Yes  No
- Have You ever had an insurance claim rejected or declined?  Yes  No
- Have You ever withdrawn an insurance claim?  Yes  No
- Have You or any of Your directors ever been declared bankrupt, placed into liquidation or administration?  Yes  No
- Is there anything else that You need to tell us under Duty to Take Reasonable Care not to make a Misrepresentation?  Yes  No

## History (cont.)

If Yes to any of the above please provide details below:

## IMPORTANT INFORMATION

### DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION

#### When applying for this Policy

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We issue You with a Policy for the first time or agree to renew, extend, vary/change, or reinstate Your Policy.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or if Your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

If You do not meet the above duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

#### When You renew Your Policy

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We renew Your Policy so if anything changes prior to Your Policy's renewal date You need to tell Us.

You must answer any of Our additional questions honestly, accurately and to the best of Your knowledge. Also, you must review Your responses to previous questions, replayed in the renewal declaration, and advise Us immediately if any information is inaccurate or has changed. Amendments may impact the terms of Our renewal offer.

A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or Your answer is obviously not complete or is irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

If You do not meet the above duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

If Our information or questions are unclear, You can contact Us via Your broker on (02) 9227 8400.

## **AGENT OF THE INSURER**

In accordance with the requirements of the Corporations Act 2001 (Cth), HMIA in arranging or effecting this insurance, or dealing with or settling claims, will be acting under an authority given to it by HDI Global Specialty SE - Australia. Accordingly, HMIA will be acting as an agent of the Insurer and not an agent of the Insured.

## **PRIVACY**

For the purposes of this Privacy Statement "We", "Us" or "Our" includes HDI Global Specialty and HMIA, unless specified otherwise.

We are bound by the Privacy Act 1988 (Cth) which includes the Australian Privacy Principles ("APPs"), when collecting and handling Your personal information including sensitive information.

We will only collect personal information from or about You for the purpose of assessing Your application for insurance and administering Your insurance Policy, including any claims You make or claims made against You.

We may need to disclose personal information to other entities within Our group, reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, Our advisers, Our agents, Our administrators and those involved in the claims handling process (including assessors, investigators and others), for the purpose of assisting Us and them in providing relevant services and products, or the purpose of recovery or litigation. If We disclose information to someone located overseas including the United Kingdom, European Union, Philippines, Vietnam, Malaysia and New Zealand, We will use best endeavours to ensure that they are subject to laws with equivalent protection as the Privacy Act 1988 (Cth) and EU General Data Protection Regulation ("GDPR"), where applicable, or that they agree to hold and deal with Your personal information in a manner that affords You similar protection. See the Privacy Policies set out below for further information.

If You consent to the disclosure of Your personal information to overseas recipients, and the overseas recipient handles Your personal information in a way other than in accordance with the APPs, We may not be responsible for the handling of Your personal information by the overseas recipient. If the overseas recipient handles Your personal information in breach of the APPs, You also may not be able to seek redress under the Privacy Act 1988 (Cth) or in the overseas jurisdiction.

We may disclose personal information to people listed as co-insured on Your Policy and to family members or agents authorised by You. Disclosures may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law. Where required, We will request Your consent for any other purpose.

By providing Your personal information to Us, You consent to Us making the disclosures set out above which require consent. This consent to the use and disclosure of Your personal information remains valid unless You alter or revoke it by giving Us written notice. Without Your personal information We may not be able to issue insurance to You or process Your claim. You also have the opportunity to find out what personal information We hold about You and, when necessary, correct any errors in this information. Generally, We will do this without restriction or charge. For further information about Our Privacy Policies or to access or correct Your personal information, please contact HDI Global Specialty at the following address:

HDI Global Specialty SE – Australia  
Tower 1, Level 33,  
100 Barangaroo Avenue,  
Sydney NSW 2000

Please contact HMIA at:

Phone: (02) 9227 8400

Fax: (02) 9221 5663

Address: Suite 12.02, Level 12,  
1 Castlereagh Street,  
Sydney NSW 2000  
PO Box H320,  
Australia Square NSW 1215

If You believe that We have interfered with Your privacy in Our handling of Your personal information You may lodge a complaint by contacting Us. We will attempt to resolve Your complaint in accordance with Our Privacy Complaints Handling Procedure. If You would like more information about Our Privacy Complaints Procedure please contact Us.

HDI Global Specialty's Privacy Policy is set out on its website at: [www.hdispecialty.com/int/en/legals/privacy](http://www.hdispecialty.com/int/en/legals/privacy)

HMIA's Privacy Policy is set out on its website at [www.hmia.com.au](http://www.hmia.com.au).

## **COMPLAINTS & DISPUTES RESOLUTION**

If You have any complaints about the products or services provided to You, We have a complaints and internal dispute resolution process to try and resolve them as quickly as possible. Please contact Us and tell Us about Your complaint.

## **CHANGE OF RISK OR CIRCUMSTANCES**

It is vital that You provide Us with notification of any changes in Your risk portfolio or other circumstances occurring during the period of insurance which may be relevant to the terms and conditions of this insurance, including but not limited to changes in business activities and acquisitions.

## **DUTY OF UTMOST GOOD FAITH**

Every insurance contract is subject to the duty of utmost good faith, which requires both the Insured and the Insurer to act towards each other in utmost good faith. Failure to do so on the part of the Insured may prejudice any claim made under the Policy or the continuation of insurance cover by the Insurer.

## Declaration

I/we acknowledge and declare that:

1. I/we have received or have been offered a copy of the Financial Services Guide and Product Disclosure Statement and Policy Wording;
2. I/we have read the information concerning the Duty to take reasonable care not to make a Misrepresentation and other Important Information;
3. I/we have been truthful and accurate in completing this application and declaration and have not withheld any information likely to affect the terms of the acceptance of this insurance by the Insurer;
4. I/we have completed this application personally or, if it has been completed on my/our behalf, have checked that the questions have been fully and accurately answered;
5. Upon acceptance, the terms and conditions of this insurance will be in accordance with the Product Disclosure Statement, Policy Wording and Schedule;
6. I/we have read and understood the Privacy information and consent to the collection, storage, use and disclosure of any personal information. Where personal information has been provided on someone else's behalf, I/we confirm that that person has consented to this provision;
7. An occurrence during the period of insurance which alters any of the information provided will be promptly notified;
8. If I/we have not complied with the Duty to Take Reasonable Care not to make a Misrepresentation and Duty of Utmost Good Faith, a claim made under the Policy may not be met or only met in part;
9. I/we acknowledge and declare that the terms of the contract I/we have been provided are expressed in reasonably plain language, are legible and are presented clearly. I have made all enquiries necessary to confirm that the terms of the contract are appropriate to my/our circumstances.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (Print) \_\_\_\_\_

Position \_\_\_\_\_