Agile Syndicate 2427

Tax Audit

Proposal Form

Agile Underwriting Services Pty Ltd
ABN 48 607 908 243 — AFSL 483374

TaxAudit-AU-2026-PropForm

LLOYD'S Underwriters

withagile.com

Important Information

Important information relating to this proposal form. You should read the following information before proceeding to complete this proposal form.

1. About Agile

This insurance is issued by Agile Underwriting Services Pty Ltd (ABN 48 607 908 243, AFS Licence No. 483374) (Agile). Agile arranges policies for and on behalf of certain Underwriters at Lloyd's (the Insurer).

In all aspects of this Policy, Agile acts as agent for the Insurer and not for the Policyholder.

Our contact details are:

Head Office:	Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
Postal Address:	Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
Telephone:	1300 705 031
E-mail:	service@withagile.com
Website:	www.withagile.com

2. Duty of disclosure

What You Must Tell Us

We will ask You various questions when You apply for cover. When You answer those questions, You must take reasonable care not to make a misrepresentation to Us. We will use the answers in deciding whether to insure You, and anyone else to be insured under the Policy, and on what terms. You have this same duty to disclose those matters to Us before You renew, extend, vary, or reinstate Your Policy.

If You Do Not Tell Us

If You do not answer Our questions in this way, We may reduce Our liability under contract in respect of a Claim or refuse to pay a Claim, or cancel the Policy. If You answer Our questions fraudulently, We may refuse to pay a Claim and treat the Policy as never having commenced.

3. Change in risk

Every change materially affecting the facts or circumstances existing at the commencement of or during the course of this policy, or at any subsequent renewal date, shall be notified to Agile as soon as such change comes to the insured's notice.

Agile reserves the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such coverage.

4. Privacy

At Agile, we are committed to protecting your privacy in accordance with *the Privacy Act 1988* (Cth) and the Australian Privacy Principles. You can access the Agile privacy policy by:

Email	privacy@withagile.com
Phone	1300 705 031
Mail by writing to	Privacy Officer, Agile Underwriting Services Pty Ltd Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000

Agile collect Your personal information to assess

Your application for insurance, administer Your policy and pay Your claims. If You do not provide the information that Agile may request, Your insurance application may not be accepted, or Agile may not be able to administer Your policy or administer a claim. Also, You may breach Your duty of disclosure, the consequences of which are set out in 6. Your Duty of Disclosure. Agile may need to share Your information with others to decide whether to accept Your policy, administer Your policy and manage and pay Your claims.

To allow Agile to do this and to otherwise operate our business, Your personal information may be given to and used by the following:

1. The Underwriters of this policy are certain Underwriters at Lloyd's and its own employees and agents. The Underwriters are in the United Kingdom. When Your information is disclosed to the Underwriters it will be protected by the General Data Protection Regulation which contains similar protection to the Australian Privacy Principles.
2. Claims adjusters, lawyers and other people appointed by Agile or the Underwriters, or on Agile's behalf or the Underwriters behalf for claims handling purposes.

By submitting Your personal information to Agile, You agree to Agile using and disclosing Your personal information this way. This consent to the use and disclosure of Your personal information remains valid unless You alter or revoke it by giving Agile written notice.

If Your details or personal information changes

You should notify Agile in writing at the above contact details, so Agile can ensure that the information Agile hold about You is accurate, complete and up to date.

5. Australian Dispute Resolution

This Insurance is not subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice.

Complaints

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact:

Postal address:	The Complaints Officer Agile Underwriting Services Pty Ltd Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
Telephone:	1300 705 031
Email:	complaints@withagile.com

We will acknowledge we have received your complaint and aim to resolve the complaint to your satisfaction.

A complaint decision will be provided to you within 30 calendar days. If we are unable to meet this timeframe we will inform you of the reason for the delay.

If your complaint is not resolved to your satisfaction, or you do not receive a complaint decision within 30 calendar days of the date on which you first made the complaint, you can refer your complaint to the Australian Financial Complaints Authority (AFCA).

You can contact AFCA as follows:

Postal address: Australian Financial Complaints Authority (AFCA)
GPO Box 3, MELBOURNE, VIC, 3001
Telephone: 1800 931 678
Email: info@afca.org.au

AFCA services are provided to you free of charge. Your complaint must be referred to AFCA within 2 years of the complaint decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may have access to other external dispute resolution options.

6. Claims made and notified basis of coverage

This Policy operates on a claims made and notified basis.

This means cover applies to Claims for Professional Fees arising from a Tax Audit that:

a) first commences during the Policy Period and is notified to Us during the Policy Period; or

b) arises from facts notified to Us during the Policy Period in accordance with section 40(3) of the *Insurance Contracts Act 1984*.

You must notify Us of any facts that may give rise to a Tax Audit as soon as reasonably practicable after You become aware of them, and before the expiry of the Policy Period.

If You notify such facts, this Policy will respond to any subsequent Claim arising from those facts, even if the Tax Audit commences after the Policy Period has expired.

No new notifications can be made after the Policy Period has expired.

7. General Insurance Code of Practice

Lloyds are a signatory to the General Insurance Code of Practice (the Code). The Code sets out minimum standards that We will uphold in respect of the products and services that We provide. Further information about the Code is available at www.codeofpractice.com.au and on request.

Section 1 – Insurance Requirements

1.	**Period of Insurance required (from 4pm Local Standard time):**	From: / /	To: / /

2. **Do You have any Tax Audit Insurance currently in force?** Yes ☐ No ☐

If 'Yes', please state:

Name of Insurer	Limit of indemnity	Premium	Excess	Renewal date
	$	$	$	/ /

3. **Type(s) of Legal Entity:**
(You can select multiple options)

- ☐ Individual
- ☐ Individual Including spouse (joint cover)
- ☐ Trust and Trustee (excluding trading trusts)
- ☐ Business Entity (Including trading trusts)
- ☐ Self-Managed Super Fund

4. **Number of entities:**

5. **Insured Amount:**

- ☐ $5,000 in the aggregate
- ☐ $10,000 in the aggregate
- ☐ $15,000 in the aggregate
- ☐ $20,000 in the aggregate
- ☐ $30,000 in the aggregate
- ☐ $50,000 in the aggregate
- ☐ $60,000 in the aggregate
- ☐ $80,000 in the aggregate
- ☐ $100,000 in the aggregate
- ☐ $250,000 in the aggregate
- ☐ Other:

6. **Would you like to extend cover to the directors' personal tax returns?** Yes ☐ No ☐

(Directors must work fulltime in the business entity specified and have their Return completed by the same Tax Agent who prepared the Return for the business entity. For this cover only the Directors do not need to be named)

Section 2 – Applicant Details

7. **Names of all legal entities:**

8. **Postal address of head office:**

Street Address:

Suburb:	Town/City:	Postcode:

9. **Have you or any director / partner / manager of the Insured ever:**

a) Had Tax Audit insurance declined, cancelled, or had special terms imposed? Yes ☐ No ☐

b) Had a Tax Audit claim rejected under a policy of insurance Yes ☐ No ☐

c) Been declared bankrupt or placed into receivership or Liquidation Yes ☐ No ☐

d) Been charged with or convicted of a criminal offence Yes ☐ No ☐

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

Section 3 – Business Details

10. **Business Description:**

11.	**Actual turnover for past 12 months:**	$

12. **Is the business domiciled outside Australia** Yes ☐ No ☐

Section 4 – Claims History

13. **Has the Insured been subject to any tax audit, investigation or review by the Australian Taxation Office (or any equivalent authority) in the past 2 years?** Yes ☐ No ☐

If 'Yes', please provide details:

14. **Is the Insured aware, after reasonable enquiry, of any circumstances which may give rise to a Tax Audit under the proposed insurance?** Yes ☐ No ☐

If 'Yes', please provide details:

Declaration

I/we the undersigned duly authorised person(s) declare that:

- I am/we are authorised by each of the Insured to sign this Proposal Form; and
- the above statements are correct, true, and complete; and
- no information material to this Proposal Form has been withheld; and
- 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
- I/we have diligently made all necessary and detailed enquiries in order to comply with the duty of disclosure; and
- I/we understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance; and
- I/we undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
- 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
- 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
- I/we have read Agile'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 by:

Name of Partner(s) or Director(s):	On behalf of (insert name of firm):
Signature:	Date: (DD/MM/YY) / /

If completing electronically, print out the completed form and attach a manual signature.