

Sports • Leisure • Licensed Clubs

Please use this application for occupations relating to leisure including:

- |                         |                  |                    |                          |   |
|-------------------------|------------------|--------------------|--------------------------|---|
| • Abseiling             | • Fishing        | • Snow             | • Arcade Centres         | • Jet boat/jet skiing                       |
| • Adventure Tours       | • Kite Surfing   | • Sports Tours     | • Amusement Hire         | • Laser Skirmish                            |
| • Boating/Fishing       | • Mountaineering | • Surf Schools     | • Bed & Breakfasts       | • Sightseeing Tours                         |
| • Bushwalking           | • Orienteering   | • Surf Tours       | • Caravan Parks          | • Corporate Days/<br>Functions              |
| • Canoeing              | • Rafting        | • Trekking         | • Camps                  | • Paintball                                 |
| • Canyoning             | • Ropes Course   | • Wind Surfing     | • Cinemas                | • Animal Nursery                            |
| • Catamaran Hire        | • Sailing        | • Function Centres | • Concert Venues         | • Four Wheel Driving Tours<br>and more..... |
| • Challenge Ropes (low) | • Sandboarding   | • Bingo Centres    | • Conference Centres     |   |
| • Climbing              | • Snorkelling    | • Aquariums        | • Historical Attractions |   |

Please complete the following application sections:

**Section 1:**  
**Your Details**  
(Compulsory)

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**Section 2:**  
**Your Business Details**  
(Compulsory)

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**Section 3:**

**Cover Option: Platinum Liability**

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**Section 4:**  
**Declaration**  
(Compulsory)

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**Your Details**

<b>Full Name of Insured</b>				
<b>Trading Name:</b> (if applicable)				
<b>Tax Registered Business:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>ABN No:</b>		<b>Input Tax Credit:</b> %
<b>Situation Address:</b>				<b>Postcode:</b>
<b>Postal Address:</b>				<b>Postcode:</b>
<b>Business Phone No.:</b>	( )	<b>Fax No.:</b>	( )	
<b>Website address:</b>				
<b>Period of Insurance:</b>	<b>From:</b>	DD / MM / YYYY	<b>at 4pm</b>	<b>To:</b> DD / MM / YYYY <b>at 4pm</b>
<b>Other Interested Parties:</b> (Please state their full name, the type of interest and the property concerned).				

## Your Business Details

### 1. Please advise the following:

(a) gross annual turnover for the next 12 months:	\$			
(b) gross annual wages paid to employees for the next 12 months:	\$			
(c) number of employees:	<table border="0"> <tr> <td style="text-align: center;">Full time:</td> <td style="text-align: center;">Part time:</td> <td style="text-align: center;">Casual:</td> </tr> </table>	Full time:	Part time:	Casual:
Full time:	Part time:	Casual:		
(d) annual payments to contractors / subcontractors:	\$			
(e) number of annual attendees:				
(f) number of instructors:				
(g) number of years <u>you</u> have operated <u>this</u> business				

### 2. Please provide a description of your business including full details of activities offered. Please provide a brochure.


### 3. Please provide details of the regions your business operates in (eg. Grampians, Gold Coast, Blue Mountains etc.)


### 4. Do you conduct business, participate in activities, have representation, own assets in or derive revenue outside of Australia?

Yes  No

If yes, please provide further details including the countries and activities involved.

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### 5. Do you have any work conducted by sub-contractors? Yes No > if yes, please provide the following

Accommodation	% of total turnover	Other : (eg.4WD vehicle) Please specify	% of total turnover
Restaurants	% of total turnover	Other: Please specify	% of total turnover
Water based activities	% of total turnover		

**IMPORTANT NOTE:** When dealing with sub-contractors we strongly recommend you obtain evidence of their current liability, professional indemnity and workers compensation insurance, and require them to have your interest noted in their policy(ies) and workers compensation insurance.

### 6. Have you entered into any contract or agreement under which you have assumed liability for which you would not otherwise be liable, or under which you have waived your legal rights of recovery (eg. Hold harmless agreements whereby you assume the responsibility others)? Yes No > if yes, please provide details and attach copies of contract /agreement.

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### 7. Are all participants required to sign a disclaimer to release and indemnify your business/company in regards to acknowledgement of risks, injury and obligations? Yes No

### 8. Do you have at your premises or otherwise offer trampolining, foam pits or any other aerial activities? Yes No

If yes, please provide further details including the activities offered.

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### 9. Estimate annual turnover /number of tours by the type of activity. Please list below:

Type of activity (eg. Canoeing)	Annual turnover	Number of tours per annum	Average number of patrons per tour	Months in operation per year

**Your Business Details (continued)**

10. Please complete where applicable and attach information if required

**ACCOMMODATION**

a. Please provide number of beds:

b. Are other activities included in the package?  Yes  No

**WATERSPORTS**

a. Length, Type and size of all vessels:

Vessel	Length	Carrying Capacity

b. Grade of river:

**ROPE ACTIVITIES**

Please provide the following:

Type of activity	Heights	Length	% of each
Ropes - outdoor			
Ropes - indoor			
Flying Foxes			

**THEME PARKS / TOURISM ATTRACTION**

Please provide details of rides and supervision:

Please advise annual number of patrons:

**AMUSEMENT HIRE**

Please provide details of the amusements hired:

Do you:

Stay onsite for the duration of the hire?  Yes  No

Set-up/pack up all amusements?  Yes  No

Operate within a carnival or festival environment?  Yes  No

If yes, please provide details:

Offer any mechanical amusements?  Yes  No

If yes, please provide details:

**Your Business Details (continued)**

**11. Do you have a Risk Management program in place?**  Yes  No

Please attach a copy of the report as well as providing the following:

**a. Equipment Maintenance Reports and Inspection logs - how often is equipment checked and replaced?  
Do you use a maintenance logbook? If yes, provide an example.**

**c. Please provide the experience/qualifications of all guides / leaders.**

Name	Qualifications /experience

**d. Do you have a training manual for staff?**  Yes  No

**e. What is the minimum ratio of guides to participants?**

**f. What is the company's policy on First Aid certification? How Many guides / leaders on each tour are first aid qualified?**

**g. Do you use Incident/Accident report forms?**  Yes  No

**h. Do you have passengers complete Medical Reports prior to tours?  
What is the procedure?**  Yes  No

**i. Does your business comply with all regulations applicable to the industry in which you operate?  
If not please advise when these will be obtained:**  Yes  No

**j. Does your business carry the relevant licences & permits to operate?  
If not, please advise when these will be obtained:**  Yes  No

**k. Please provide a summary of the Compulsory Safety equipment used on tours.**

**l. Please provide a copy of your emergency procedures.**

**m. Please provide a copy of your general safety procedures.**

**n. Please provide a list (or photographs) of all signs displayed at your facility.  
(Specify for attractions and /or onsite Tourism facilities)**

## Cover Option 2 – Platinum Liability Cover

### PART A: GENERAL LIABILITY

Limit of Indemnity for Part A:	<input type="checkbox"/> \$10,000,000 <input type="checkbox"/> \$20,000,000
Property in your physical or legal control	NB: automatic cover is \$500,000
Excess Option:	<input type="checkbox"/> Nil <input type="checkbox"/> \$1,000 <input type="checkbox"/> \$2,500 <input type="checkbox"/> \$5,000 <input type="checkbox"/> Other \$

### PART B: PROFESSIONAL INDEMNITY

Limit of Indemnity for Part B:	<input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$5,000,000 <input type="checkbox"/> \$10,000,000
Excess Option:	<input type="checkbox"/> Nil <input type="checkbox"/> \$1,000 <input type="checkbox"/> \$2,500 <input type="checkbox"/> \$5,000 <input type="checkbox"/> Other \$
Do you currently hold Professional Indemnity or Errors & Omissions insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please state:	The date from which you have had this insurance?
	Your current insurer?

NB: Retroactive Date for Part B - The date the insured first held continuous Professional Indemnity cover or the inception date of this policy, whichever the earlier.

### PART C: MANAGEMENT LIABILITY

Limit of Indemnity for Part C:	<input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$5,000,000
Optional Extensions:	<input type="checkbox"/> Fidelity (\$100,000 limit) <input type="checkbox"/> Pollution Defence Costs (\$100,000 limit)
Fixed Excesses:	Directors & Officers Liability    \$Nil
	Fidelity    \$5,000 each & every Claim
	Pollution Defence Costs    \$5,000 each & every Claim
	All Other Claims    \$2,500 each & every Claim
Do you currently hold Directors & Officers or Management Liability insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please state:	The date from which you have had this insurance?
	Your current insurer?

Retroactive Date for Part C - The date the insured first held continuous Directors and Officers or Management Liability Insurance or the inception date of this policy, whichever the earlier.

### Claims Made Policy

Please note the Professional Indemnity & Management Liability sections of the Policy are offered on a Claims Made basis. Claims Made means that the Professional Indemnity & Management Liability section covers you for Claims made against you during the Period of Insurance specified in your Policy Schedule and notified to us during that Period of Insurance.

This means that the Professional Indemnity & Management Liability sections do not provide cover in relation to;

- Events which occurred prior to the same Period of Insurance or any earlier retroactive date stipulated in the Policy Schedule;
- Claims made against you 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 the possibility of which was intimated in any way prior to the commencement of the Period of Insurance;
- Claims rising from or attributable to any facts, circumstances or occurrences noted on the proposal for the current Period of Insurance or for any prior Period of Insurance or of which notice had been given under any previous policy;
- Claims rising from or attributable to any facts, circumstances or occurrences of which you were aware and knew (or ought reasonably to have realised) prior to the commencement of the Period of Insurance may give rise to a Claim.

For the purposes of the Professional Indemnity and Management Liability sections, a Claim means; any

- written or verbal demand for compensation or damages or other relief; or
- a civil proceeding seeking compensation or damages or other relief; or
- any criminal charge brought against You alleging a Wrongful Act; or
- a notice of charge, formal investigation order or notice requiring You to attend an inquiry or other proceedings ordered by an Inquiring Body.

As explained above, the Professional Indemnity section, by its terms, does not provide cover for Claims made after the expiry of the Period of Insurance cover provided by the Policy.

Section 40(3) of the Insurance Contracts Act 1984 (Cth) applies to certain contracts of liability insurance (including Sections 2 & 3 of this Policy) and states '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 where the insured has given notice in writing to the insurer;

- of the 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, and
- before the expiry of the Period of Insurance.

**Declaration**

**Details of Your History:**

**After investigation, have you or any principal, partner, or director, either alone or jointly with others ever, in the last 5 years:**

- (a) Had any insurance declined or cancelled, application/proposal rejected, renewal refused, claim rejected, or special conditions imposed by an insurer?  Yes  No
- (b) Been charged with or convicted of any criminal offence?(excluding traffic offences)  Yes  No
- (c) Been declared bankrupt or subject to any form of insolvency administration?  Yes  No

**If you have answered yes to any of the above questions please provide full details:**

**How many years have you been in business/operation?**

**In the previous 5 Years have You made any Claim on any insurance for loss or damage or suffered any loss or damage which would be covered by this proposed insurance?**  Yes  No

**Are you aware of any other incident(s) that have occurred in the last 5 years that may give rise to a Claim against you?**  Yes  No

**If you are seeking cover under Part B of Platinum Liability (Professional Indemnity) and/or Part C of Platinum Liability (Management Liability) please answer the following questions:**

- a) Has any Claim ever been made against the Proposer or any other person or entity to whom Parts B and C of this Policy will apply?  Yes  No
- b) Has the Proposer or any other person or entity to whom Parts A and B of this Policy will apply incurred any other Loss which might be within the terms of Part B and/ or Part C of this Policy?  Yes  No
- c) Is the Proposer or any other person or entity to whom Parts B and C of this Policy will apply aware, after enquiry (bold), of any circumstances which might:
  - (i) give rise to a Claim against the Proposer or any other person or entity to whom Parts B and C of this Policy will apply? Yes/No  Yes  No
  - (ii) result in the Proposer or any other person or entity to whom Parts B and C of this Policy will apply incurring any Loss to which the terms of this Policy might apply?  Yes  No
  - (iii) otherwise might affect Our consideration of this Policy?  Yes  No

**If you have answered yes to any of the above questions, please fill in the table below:**

Year of Claim	Description of Incident	Is Claim settled	Amount Claim settled for
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$

This declaration must be completed and signed by or on behalf of all parties applying for insurance.

**I/We**

(a) declare that:

- (i) the answers and information given by me/us in this Proposal and any addendum are true and correct in all respects;
  - (ii) no information has been withheld that would affect the insurer's decision to accept this Proposal;
  - (iii) where answers in this Proposal are not in my/our own handwriting, they have been checked by me/us and I/we agree they are correct;
  - (iv) I/we have read and understood the clauses detailed under the Important Notices section;
  - (v) if there was insufficient space to fully answer any questions, we have attached \_\_\_\_\_ supplementary pages providing the additional information required.
  - (vi) I/we have read and understood the Privacy Statement and consent to collection, storage, use and disclosure of any personal information.
- (b) authorise the insurer and Sports Underwriting to give to, or obtain from other insurers or an insurance or credit reference bureau, any information relating to these insurance covers, and any other insurances held by me/us and Claims under those insurances.
- (c) understand that, if this Proposal is accepted, my/our insurance cover will be subject to the terms and conditions set out in the applicable Sports Underwriting Policy wording.
- (d) acknowledge that the insurer and/or Sports Underwriting, its agents and/or employees reserve the right to decline this Proposal.
- (e) have received a copy of the PDS/Policy document (as relevant).

**Proposer's Signature:**

**Date:**

DD / MM / YYYY

**Proposer's Name:**

**Proposer's Title:**

**Club/Business:**

**IMPORTANT NOTICES**

Some words used in this document have a special meaning as defined in any documents which make up the Policy which contain definitions.

**The Insurer and Agent**

Sports Underwriting Australia Pty Ltd (Sports Underwriting) (ABN 53 119 852 096, AFSL 302484) acts as agent for Pacific International Insurance (ABN 83 169 311 193 AFSL 523921), the insurer of the product.

**General Insurance Code of Practice**

Pacific International Insurance is signatory to the General Insurance Code of Practice ("Code"). The Code sets out the minimum standards of service that can be expected from the insurance industry and requires insurers to be open, fair and honest in their dealings with customers.

We are committed to adhering to the objectives of the Code and to uphold these minimum standards when providing services covered by this Code. The Code objectives will be followed having regards to the law and acknowledging that a contract of insurance is a contract based on the utmost good faith.

For more information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

**Duty of Disclosure**

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984.

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you.

**If you do not tell us something**

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

**Your duty of disclosure for renewals**

Before you renew this contract of insurance, you have a duty of disclosure under the Insurance Contracts Act 1984.

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the

questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You have this duty until we agree to renew the contract.

**If you do not tell us something**

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

**Who Needs To Tell Us**

It is important that you understand that you are answering our questions in this way for you and anyone else whom you want to be covered by the Policy.

**Sports Underwriting Australia Privacy Statement**

In this Privacy section "we", "us" or "our" means Sports Underwriting Australia, unless specified otherwise.

We are committed to the safe and careful use of your personal information in the manner required by the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

We collect your personal information in order to assess your application for insurance and, if your application is accepted, to administer and manage your Policy and respond to any Claim that You make. To do this, your personal information may need to be disclosed to reinsurers and service providers and related entities who carry out activities on our behalf, such as assessors and facilitators, some of whom may be located in overseas countries. Our contractual arrangements generally include an obligation for these reinsurers, service providers and related entities to comply with Australian privacy laws.

By providing us with your personal information, you consent to the disclosure of your personal information to reinsurers, service providers and related entities in overseas countries to enable us to assess your application, to administer and manage your Policy and to respond to any Claim that you make. 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

Australian privacy laws, we may not be responsible for the handling of your personal information by the overseas recipient.

If you choose not to provide your personal information and/or choose not to consent and / or withdraw your consent to the disclosure of your personal information at any stage, we may not be able to assess your application or administer and manage your insurance policy and respond to any Claim that you make.

Our Privacy policies contain information on how you may access personal information that each of us hold, or seek correction of Your personal information and information on how to make a complaint about the handling of your personal information and how complaints are handled. If you require more information, you can access the SUA Privacy Policy and Privacy Statement at [www.sportsunderwriting.com.au/documents.html](http://www.sportsunderwriting.com.au/documents.html).

### **Pacific Australia Privacy Notice**

This notice sets out how Pacific collects, uses and discloses personal information about:

- you, if an individual; and
- other individuals you provide information about.

Further information about our Privacy Policy is available at [www.pacificins.com.au](http://www.pacificins.com.au) or by contacting us at [contactus@pacificins.com.au](mailto:contactus@pacificins.com.au) or on 1300 009 332.

### **How we collect your personal information**

Pacific usually collects personal information from you or your agents.

Pacific may also collect personal information from:

- our agents and service providers;
- other insurers;
- 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;
- providers of marketing lists and industry databases; and
- publically available sources.

### **Why we collect your personal information**

Pacific collects information necessary to:

- underwrite and administer your insurance cover;
- maintain and improve customer service; and
- advise you of our and other products and services that may interest you.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in Pacific declining cover, cancelling your insurance cover or reducing the level of cover, or declining claims.

### **To whom we disclose your personal information**

In the course of underwriting and administering your policy we may disclose your information to:

- entities to which Pacific is related, reinsurers, contractors or third party providers providing services related to the administration of your policy;
- banks and financial institutions for policy payments;
- assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;

- other entities to enable them to offer their products or services to you; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Pacific is likely to disclose information to some of these entities located overseas, including in the following countries: Fiji, the Philippines, New Zealand and South Africa as well as any country in which you have a claim and such other countries as may be notified in our Privacy Policy from time to time.

You may request not to receive direct marketing communications from Pacific.

### **Access to your personal information**

Our Privacy Policy contains information about how you may access and seek correction of personal information we hold about you. In summary, you may gain access to your personal information by submitting a written request to Pacific.

In some circumstances permitted under the Privacy Act 1988, Pacific may not permit access to your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

### **Consent**

If applicable, Your application includes a consent that You and any other individuals You provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

### **Complaints**

Our Privacy Policy also contains information about how you may complain about a breach of the applicable privacy principles and how we will deal with such a complaint.

### **Taxation Information**

The amount of cover available under this Policy excludes Goods and Services Tax (GST).

If you are not registered for GST, in the event of a Claim we will reimburse you the GST component in addition to the amount that we pay.

The amount that we are liable to pay under this Policy will be reduced by the amount of any input tax credit that you are or may be entitled to Claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the Premium you must inform us of the extent of that entitlement at or before the time you make a Claim under this Policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the Premium.

If you are liable to pay an Excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to Claim on payment of the Excess.

If you are unsure about the taxation implications of this Policy, you should seek advice from your accountant or tax professional.

### **Don't Prevent Our Right of Recovery**

The Liability Policy contains a provision which states that if you surrender your right to seek recovery from another party for a loss covered by the Policy, we have a right to reject any Claim from you in relation to that loss.