

# Licensed Clubs Insurance Application Form

# Sports • Leisure • Licensed Clubs

Please use this application for occupations relating to Licensed Clubs including:					
<ul> <li>Citizens Clubs</li> <li>Community Clubs</li> <li>Golf Clubs</li> </ul>	<ul> <li>Leagues Clubs</li> <li>Recreation Clubs</li> <li>RSL Clubs</li> </ul>	<ul><li>Social Clubs</li><li>Soldiers Clubs</li><li>Sporting Clubs</li></ul>	<ul> <li>Surf Clubs</li> <li>Workers Clubs</li> <li>Yacht Club</li> </ul>	Other Licensed Clubs	

Please complete the following application sections:							
Section 1: Your Details (Compulsory) Page 01	Section 2: Your Business Details (Compulsory) Page 01	Section 3: Cover Selection (please complete the sections relevant to the coverage required) Cover Option 1: Business Property Cover Page 03 Cover Option 2: Platinum Liability Page 05 Cover Option 3: Member Insurance Plan Page 06	Section 4: Declaration (Compulsory) Page 04				

Your Details		
Full Name of Insured		
Trading Name: (if applicable)		
Tax Registered Business:	Yes         No         ABN No:         Input Tax Credit:	%
Situation Address:	Postcode:	
Postal Address:	Postcode:	
Business Phone No.:	( ) Fax No.: ( )	
Website address:		
Period of Insurance:	From: DD / MM / YYYY at 4pm To: DD / MM / YYYY at 4pm	1
Other Interested Parties: (Please state their full name, the type of interest and the property concerned).		

Your Business Details		
1. Please advise the estimated:		
(a) gross annual turnover for the next 12 months:	Gaming (Gross Commission Only)	\$
	Other (Gross Turnover / Sales)	\$
	Total:	\$
(b) gross annual wages paid to employees for the next 12 mont	\$	
(c) annual payments paid to contractors / subcontractors:		\$

Your Business D	Your Business Details (continued)								
2. Please advise	e which activity	best describes	your business:						
Citizens Clubs       Leagues Clubs       Social Clubs       Surf Clubs         Community Clubs       Recreation Clubs       Soldiers Clubs       Yacht Clubs         Golf Clubs       RSL Clubs       Sporting Clubs       Workers Clubs         Other (please describe):       Soldiers Clubs       Soldiers Clubs									
	3. How Many Members?								
Full Members:     Directors / Volunteers:     Bowlers:     Golfers:									
4. How Many Pe	4. How Many Personnel?								
Full Time: Part Time: Casual:									
5. How Many	Security:			Caterers:				Cleaners:	
Contractors?	Licensed Mor	ney Carriers:		Green Keep	ers:			Maintenance	:
6. How Many	Gaming Mach	ines:		Bistro (How	Many Seats):	:		Restaurant (H	How Many Seats):
Facilities	Tennis Courts	5:		Bowling Gr	eens			Squash Cour	ts:
	Golf Driving F	Range:		<b>Golf Course</b> (How Many H				Motorized G	olf Carts:
	<b>Car Parking:</b> (How Many Spa	aces)		<b>Child Mindi</b> (How Many F				Separate Au (Seating Capa	
7. Does the club have any recreational/sporting fields or facilities not detailed above.          \[             Yes \]         No         If yes, please detail the type of facility and its use.									
8. Does the club	have:								
	Duress buttons I Yes I No Duress code in control panel I Yes No Armed hold-up procedures I Yes No								
		Automatic sec	curity lights	🗌 Yes 🗌 N	No	Securi	ity cameras	🗌 Yes 🗌 No	
How long are the	e security tape:	s kept?	1						
9. Does the club	use the securi	ty guards to:							
Escort staff from	n premises at c	losing: 🗌 Yes	🗌 No	Crowd cont	rol: 🗌 Yes	🗌 No			
Give details of a	ny other securi	ty measures us	ed by the club:						
10. Sub-Clubs									
Please provide o	letails of any su	ub-clubs requiri	ng cover under	this policy ar	d the exact	nature o	of any su	ch relations	hip:
Name of Sub-Club Activity Number of Members									
11. Are you licensed to serve alcohol?       Yes       No         If yes, please provide details of your license including the days and hours you operate and detail any restrictions on your licence.       No									
12. 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.									

Cover Option 1 – Business Property Cover								
-	1. Are you the sole occupier of your premises &/or building you occupy?							
If no, please state the occupations of other tenants:								
2 Please complete	the following table a	hout the premises v	ou own / occupy: (i	ico conorato cheot	if necessary)			
Item	Occupied As	Floor	Roof	Walls	Storeys	Year	Built	
							Built	
Example Only	Fitness Centre	Wood	Slate	Brick	2	1980		
Location 1								
3. Is the property o	n town or tank water	?			Tow	vn 🗌 Tank		
4. When were your	premises last rewire	:d?	or, ha	d the wiring inspect	ted?			
5. Please provide d Deadlocks on ext	etails of security equ	-	used to secure you Local alarm:	r property.		Ne		
	o external windows:	☐ Yes ☐ No ☐ Yes ☐ No	Self monitore	ed alarm:		No No		
Bars/Grills on al	l windows and doors:	Yes 🗆 No	Dialer, Secur	itel or GSM alarm:	🗌 Yes 🗌	Νο		
6. Please provide d	etails of fire protection	on equipment used to	o protect your pren	nises.				
Fire Extinguisher	'S:	☐ Yes ☐ No 	Sprinkler sys	tems:	🗌 Yes 🗌	] No		
Hard-wired smok Heat detectors:	ce detectors:	☐ Yes ☐ No ☐ Yes ☐ No	,	ey monitored? ey monitored?		] No ] No		
7. Do the memiore		If Vee and you have	a daan 🖂 I					
7. Do the premises cooking facilities		If Yes and you have fryer, is the deep fr		than 5 Litres	If the deep frye than 5 litres, do thermostatic ci	oes it have a	☐ Yes ☐ No	
Select the Types of	Insurance You Requi	re						
BUSINESS PROPER	RTY SECTION							
Insured Property						Sums Insure	ed	
Building (including fi	xtures, fittings and tenar	nt improvements)				\$		
Contents (including machinery, plant and equipment)					\$			
Stock					\$			
Accidental Damage	(in additional to the sta	ndard policy benefit)				\$		
Playing Surfaces (ir	n addition to the standar	d policy benefit)				\$		
Is flood cover requi	ired?					See	No	
<b>BUSINESS INTERR</b>	UPTION SECTION							
Indemnity Period Required 🛛 12 months 🗔 18 Months 🗔 24 Months								
Insured Items		Sums Insured	Insured Ite	ms		Sums Insure	ed	
Annual Gross Profi	t	\$	Wages (if no	ot included within Annu	ual Gross Profit)	\$		
Additional Increase	ed Cost of Working	\$		Fees/Claim Prepara	•	\$		
Accounts Receivab	Accounts Receivable \$ Rent Receivable					\$		
THEFT SECTION								
Insured Property						Sums Insure	ed	
Contents					\$			
Stock						\$		
Tobacco Products						\$		
L								

MONEY SECTION					
Insured Property	Sums Insured				
Blanket Cover (Note: Money in Premises outside Normal Business Hours is limited to a maximum of \$2,500)	\$				
Money in Premises during Normal Business Hours	\$				
Money in Premises outside Normal Business Hours (maximum of \$2,500)	\$				
Money in Transit or in a Bank Night Safe	\$				
Money in Locked Safe or Strongroom	\$				
Money in your Private Residence	\$				
GLASS SECTION					
Insured Property					
All fixed internal and external glass 🛛 🗌 Yes 🔲 No	Replacement Value				
Advertising/Illuminated signs (an automatic sub limit of \$7,500 applies)	\$				
TRANSIT SECTION					
Please list all items to be covered under this Section including make, model, serial number etc.	Sums Insured				
()	\$				
(ii)	\$				
(iii)	\$				
Total Sum Insu	ured \$				
ELECTRONIC EQUIPMENT SECTION					
Please list all electronic items to be covered under this Section including make, model, serial number etc.					
(1)	\$				
(ii)	\$				
(iii)	\$				
Total Sum Ins	ured \$				
Electronic Data \$ Increased Cost of Wor	king \$				
MACHINERY COVER					
Please list all items to be covered under this Section.					
Machinery (please describe):					
(i) HP / KW No. of units:	\$				
(ii) HP / KW No. of units:	\$				
(iii) HP / KW No. of units:	\$				
Limit any one event: \$ Deterioration of Refrigerated S	itock \$				
GENERAL PROPERTY SECTION					
Please list all items to be covered under this Section including make, model, serial number etc.					
Specified Items	Sum Insured Required				
(i)	\$				
(ii)	\$				
(iii)	\$				
(iv)	\$				
Total of Specified I	tems \$				
Unspecified Items (maximum \$1,	000) \$				

Cover Option 2 – Platinum Liability Cover					
PART A: GENERAL LIABILITY					
Limit of Indemnity for Part A:	□ \$5,000,000   □ \$10,000,000   □ \$20,000,000				
Property in your physical or legal control	NB: automatic cover is \$500,000				
Excess Option:	□ Nil □ \$1,000 □ \$2,500 □ \$5,000 □ Other \$				
PART B: PROFESSIONAL INDEMNITY					
Limit of Indemnity for Part B:	□\$1,000,000 □\$2,000,000 □\$5,000,000 □\$10,000,000				
Excess Option:	□ Nil □ \$1,000 □ \$2,500 □ \$5,000 □ Other \$				
Do you currently hold Professional Indemnity or Errors & Omissions insurance? 🗌 Yes 🗌 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:	□ \$1,000,000 □ \$2,000,000 □ \$5,000,000 □ Other \$				
Optional Extensions:	Fidelity (\$100,000 limit)  Fidelity (\$100,000 limit)				
Fixed Excesses:	Directors & Officers Liability \$Nil				
	Fidelity \$5,000 each & every Claim				

Do you currently hold Directors & Officers or Management Liability insurance?				
If yes, please state:	The date from which you have had this insurance?			
	Your current insurer?			

\$5,000 each & every Claim

\$2,500 each & every Claim

**Pollution Defence Costs** 

All Other Claims

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 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 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
- a. written or verbal demand for compensation or damages or other relief; or
- b. a civil proceeding seeking compensation or damages or other relief; or
- c. any criminal charge brought against a Member or Officer alleging a Wrongful Act; or

d. a notice of charge, formal investigation order or notice requiring a Member or Officer 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 the Professional Indemnity & Management Liability sections of the Platinum Liability 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.

Cover Option 3 - Member Insurance Plar	1				
Part A - Voluntary Workers Personal Acc	lident				
Cover Required 🗌 Yes 🗌 No					
<b>Capital Benefits</b> Benefit Scale 1-32 (death under 18 – 20%)	\$100,000 per volunteer				
Weekly Benefit Benefit Period 52 Weeks	\$1,000 Per Week/14 Day Excess				
Additional Benefits:					
Home Help Benefit Period 52 Weeks	\$200 Per Week/14 Day Excess				
Non Medicare Medical Costs Excess \$50	85% to maximum \$5,000				
Emergency Transport Costs Excess \$50	85% to maximum \$2,500				
Part B - Members Personal Liability					
Cover Required 🔲 Yes 🔲 No					
Limit of Indemnity: Standard Excess \$500	□\$10,000,000 □\$20,000,000				
Part C - Members Personal Accident					
Cover Required 🛛 Yes 🗌 No					
Capital Benefits	Benefit Scale 1-32 Death under 18 - 20%	\$100,000 Per member			
Weekly Benefit	Benefit Period 52 Weeks	\$500 Per Week/7 Day Excess			
Additional Benefits:					
Modification Expenses		Up to \$10,000			
Funeral Expenses		Up to \$5,000			
Student Help	Benefit Period 52 Weeks	\$200 Per Week/7 Day Excess			
Parents Inconvenience Allowance	Maximum Benefit \$1,500	\$25 Per Day			
Non Medicare Medical Costs	Excess \$100 <b>75% to maximum \$1,000</b>				
Emergency Transport Costs	Excess \$100	75% to maximum \$1,000			
Part D - Members Personal Property					
Cover Required 🛛 Yes 🗍 No					
Sporting Equipment Sum Insured	Excesses - \$500 Burglary/Theft Claims \$100 All Other Claims	□\$2,000 □\$3500 □\$5000			
NB: Member Insurance Plan Aggregate Limit o	of Liability for Parts A, D & C - \$500,000				

Declaration						
Details of Your History:						
After investigation, have you or any principal, partner, or director, either alone or jointly with	others ev	er, in the l	ast 5 years:			
<ul> <li>(a) Had any insurance declined or cancelled, application/proposal rejected, renewal refused, Claim rejected, or special conditions imposed by an insurer?</li> <li>(b) Been charged with or convicted of any criminal offence?(excluding traffic offences)</li> <li>(c) Been declared bankrupt or subject to any form of insolvency administration?</li> </ul>	☐ Yes ☐ Yes ☐ 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		
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?	Sea	🗌 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:						
<ul> <li>(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</li> </ul>	🗌 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				
Are you aware of any other incident(s) that have occurred in the last 5 years that may give rise to	a Claim ag	ainst you?	🗌 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		
	☐ Yes	🗌 No	\$			
	🗌 Yes	🗌 No	\$			
	🗌 Yes	🗌 No	\$			
	🗌 Yes	🗌 No	\$			
	🗌 Yes	🗌 No	\$			
	🗌 Yes	🗌 No	\$			
	🗌 Yes	🗌 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.

## **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.

# 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.au or by contacting us at 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.