



PROFESSIONAL INDEMNITY & PUBLIC LIABILITY PROPOSAL FORM (FITNESS SCHEME – INDIVIDUAL COVER ONLY)

SCHEME PERIOD OF COVER: 2024 to 2025

If you own a Fitness Centre or Studio – PLEASE DO NOT COMPLETE THIS FORM (complete Fitness Centre Proposal Form)

Complete and sign this application. If someone else has completed the application for you, check that it sets out the cover you require, that the answers to the questions are correct and that you have told us everything we need to know before you sign.

Please contact JUA for clarification if you have any questions about this application form. You will be bound by the answers which you give and by the information provided by you in this application. Therefore, it is in your interest to make sure that all the information is correct and properly understood. If there is insufficient space to provide any answer, attach a separate sheet with all the necessary information.

This policy offers combined Public Liability and Professional Indemnity. The table below indicates what the premiums are for the various limits of cover available to you. Please tick the limit of cover that you require to suit your needs.

All premiums noted below are inclusive of all statutory and administration charges.

		PUBLIC LIABILITY - LIMIT OF INDEMNITY				
		\$1,000,000	\$3,000,000	\$5,000,000	\$10,000,000	\$20,000,000
PROFESSIONAL INDEMNITY - LIMIT OF INDEMNITY	\$1,000,000	\$280	\$320	\$360	\$490	\$550
	\$3,000,000	\$310	\$350	\$390	\$520	\$580
	\$5,000,000	\$340	\$380	\$420	\$550	\$610
	\$10,000,000	\$360	\$400	\$440	\$570	\$630

SPECIAL NOTE: The above mentioned rates include coverage for: Fitness Instructors, Pilates Instructions & Yoga Instructions.

SECTION 1 – PERSONAL & BUSINESS INFORMATION			
1. Individual Name & Trading Name			
2. ABN		ITC%	
3. Address			
	State:		Postcode:
4. Contact Details:	Phone:		Email:

5. Do you have a Personal Training Studio/Fitness Centre/Pilates or Yoga Studio? *If you ticked yes can you please complete the Fitness Centre/Studio Proposal Form	Yes / No
6. Please estimate Gross Annual Turnover / Income for the coming 12 months	\$
7. Please give a full description of all activities in which you engage	

SPECIAL NOTE: This scheme policy does NOT cover any contact sports or contact Martial Arts / Boxing / Wrestling

8. Are you a fitness leader with a recognised State or National accreditation body?	Yes / No
9. If Yes, please provide details of your current registration	Registered With:
	Registration Number:

If you answered NO, it is still possible to be insured without registration if you have comparable qualifications. If this is the case, please attach a resume detailing your experience along with copies of all fitness related qualifications and a current First Aid Certificate (with a CPR extension). Applications will be reviewed on a case by case basis.



SECTION 2 – INSURANCE DETAILS

1. What date would you like the insurance to start from?	
2. Are all goods sold or supplied by you and any premises, furnishings, fittings, appliances and plant used by you in a sound condition and comply with all statutory obligations and by-laws or regulations imposed by any public authority for the safety of persons or property?	Yes / No
3. Is all your fitness equipment (including components thereof) inspected, serviced and upgraded as per the manufacturers / distributors requirements?	Yes / No
4. Are all your gym balls (or swiss / fit balls) checked daily to ensure that they are inflated to the correct level and that they are only in accordance with the manufacturers specifications?	Yes / No
If NO to any of the above, please provide details:	

**SECTION 3 – DISCLOSURE & CLAIMS
DETAILS**

1. In the last 10 years, has any application or proposal form for similar insurance made by you been declined, cancellation or had renewal refused or had special terms and / or excesses applied?	Yes / No
2. In the last 10 years, have you been charged with or summoned for; arson, drugs, dishonesty or any kind, malicious damage, theft or injury to another person?	Yes / No
3. In the last 5 years, have any claims for professional negligence or public liability been made against you or any present or former principle, partner or director?	Yes / No
4. Are you, or any principle, partner or director aware of any circumstances that may give rise to a claim?	Yes / No
If YES to any of the above, please provide details:	

**POLICY COVERAGE
SUMMARY**

Professional Indemnity (Claims Made Basis)	This policy insures you against negligent or incorrect management, administration, instruction or direction by you which results in loss, damage or injury to a participant or member.
Limit of Indemnity	As per the insured’s selection and noted in the policy schedule.
Excess	Unless otherwise stated, the excess is \$1,000 each & every claim inclusive of costs.
Extensions	Libel & Slander, Loss of Documents, One Reinstatement (Additional charge of 15% applies)
Policy Wording	AXA XL UAL London - AUS General Liability Policy Retail FINAL 1022 with Professional Indemnity Extension
Retroactive Date	Unlimited – Excluding any known claims or circumstances

Public Liability (Occurrence Based)	This insures you against personal injury or property damage suffered by a third party due to your negligence (eg. Slippery floor, faulty exercise equipment, damaged electrical, defective furnishings)
Limit of Indemnity	As per the insured’s selection and noted in the policy schedule.
Excess	Unless otherwise stated, the excess is \$1,000 each & every claim.
Extensions	Goods sold and supplied (eg. Clothing, Equipment etc).
Policy Wording	AXA XL UAL London - AUS General Liability Policy Retail FINAL 1022 with Professional Indemnity Extension

Terms & conditions as well as the exclusions for both policies are as per the policy wordings that are available upon request from JUA Underwriting Agency Pty Ltd.



GENERAL INFORMATION

JUA UNDERWRITING AGENCY PTY LTD

In accordance with the Insurance (Agents and Brokers) Act 1984, JUA gives notice that this insurance contract is effected under an authority given to JUA as an agent of the underwriters and not the insured.

UNDERWRITERS

“Certain Underwriters at Lloyd’s” (Lime Street London EC3M 7HA ENGLAND) or APRA approved Australian Underwriters.

PRIVACY STATEMENT

Lloyd’s and its agents are bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendment (Private Sector) Act 2000 (the Act) and will be covered by the General Insurance Information Privacy Code (the Code). These set basic standards relating to the collection, use, disclosure and handling of personal information.

“Personal information” is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

Information will be obtained from individuals directly where possible. Sometimes it may be collected indirectly (e.g. from your representatives).

Only information necessary for the arrangement and administration of Lloyd’s business by Lloyd’s, its agents and their representatives will be collected. This includes information necessary to accept the risk, to assess a claim, to determine competitive and appropriate premiums, etc.

Lloyd’s and its agents disclose personal information to third parties, who they believe are necessary to assist them in doing the above. These parties will only use the personal information for the purposes we provided it to them for (or if required by law).

When you give Lloyd’s and its agents personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it. If it is sensitive information, we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

You are entitled to access your information if you wish and request correction if required. You may also opt out of receiving materials sent by Lloyd’s by contacting JUA Underwriting Agency Pty Ltd telephone on: (02) 8272 4800.

IMPORTANT INFORMATION

DUTY OF DISCLOSURE

Before you enter into a contract of general insurance, you have a duty under the Insurance Contracts Act 1984 to disclose everything you know, or could reasonably be expected to know, that is relevant to the decision to insure you and the terms of the insurance. It applies to each person and/or party insured. You have to fulfil your duty by checking that all questions are answered honestly and tell us about everything else you think may affect our decision to accept your proposal.

If you are not sure if something is relevant to this insurance, you should tell us anyway. But you don’t have to tell us about things that reduce the risk; are common knowledge; we already know in the course of our business or we indicate we don’t want to know.

If you fail to tell the insurer everything you know is relevant to this insurance then the Insurer may refuse or reduce a claim, cancel your policy or in the event of fraud, treat your policy as never having operated.

If you are registered for GST purposes, you must tell us your Australian Business Number (ABN). You should have provided this information in Section 1 of the proposal form. If you do not tell us your entitlement to input tax credits on your insurance premium, or you tell us the incorrect entitlement, you may be liable to pay GST on any claims settlements.

CLAIMS MADE CONTRACT (PROFESSIONAL INDEMNITY)

If we accept your application, the professional indemnity component of your policy will be on a claims made basis. This means that the policy will respond to:

- a) Claims that are made against you and reported to us during the period of insurance
- b) Any circumstances of which you become aware during the period of insurance which could or does give rise to a future claim that you inform us of in writing, as soon as practicable and within the period of insurance.

The policy will not cover you for liability resulting from any claim, matter or occurrence or circumstance that arise from any act, error or omission:

- a) Committed, or alleged to have been committed prior to the retroactive date, if any specified in schedule, or
- b) Which you were aware before the commencement of the period of insurance; or
- c) That is excluded in the policy wording.



SUBROGATION RIGHTS

When another party would be liable to compensate you for any loss or damage otherwise covered by the policy but you have agreed with that party either before or after the loss or damage occurred, that you would not seek to recover any monies from that party, we will NOT cover you under ht policy for any such circumstances.

CONTRACTUAL OBLIGATIONS

Take care to avoid entering into contractors in which you assure obligations above and beyond what the law would otherwise impose on you. We will NOT cover your for any claims in such circumstances.

PARENTAL PERMISSION SLIP

When undertaking any activities with children we require that you forward a copy of the parental permission slip that would be signed by at least one of the child’s parent(s) or legal guardian(s). We also request that these slips are competed before children undertaken any activities.

DECLARATION

I/we acknowledge and declare that:

- I/we have read and understand the above Important Notices, the Policy Wording and the questions in this Application.
- If the Application is accepted, the insurance will be subject to the terms and conditions set out in the policy wording and most current schedule or as otherwise varied by JUA in writing and agreed to be me/us.
- The information contained in this Application (including any attachments) is true and correct in every particular and JUA will rely on this information in deciding whether to provide cover and on what terms.
- Any of the answers not in my own handwriting have been checked by me/us and are correct.
- I/we hereby authorise JUA to obtain provide information or documents in relation to insurance, related matters, claims history from or to another insurance company or an insurance reference bureau or similar organisation.



Signature of Applicant

(Electronic Signature Instruction on last page)

Printed Name

Date:

Position:

PAYMENT AUTHORITY

Please tick method of payment

	EFT/Bank Transfer	(Contact JUA for bank transfer details)
	Credit Card	(details below)



Credit Card Number																				
Expiry Date																				
Name of Cardholder																				
Signature of Cardholder																				
Amount to be Charged	\$																			



Electronic Signature Instructions

1. **Windows:** Open the PDF in Adobe Reader and click the “Fill & Sign” button in the right pane.
2. **Mac:** Open the PDF in Preview, click the Toolbox button, then click Sign
3. **iPhone and iPad:** Open the PDF attachment in Mail, then click “Markup and Reply” to sign.
4. **iPhone and Android:** Download Adobe Fill & Sign, open the PDF, and tap the Signature button.
5. **Chrome:** Install the HelloSign extension, upload your PDF, and click the Signature button.

Please return completed proposal form to:

**JUA UNDERWRITING AGENCY PTY LTD -
Attn: Schemes Department**

Phone: (02) 8272 4800 / Fax: (02) 9247 2411

Email: stanley@jua.com.au

PO Box Q1205, Queen Victoria Building, Sydney NSW 1230
 Website: www.jua.com.au



PO BOX Q1205 Queen Victoria Building, NSW 1230
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ONLY NSW CLIENTS ARE ELIGIBLE FOR STAMP DUTY EXEMPTION
NSW STAMP DUTY SMALL BUSINESS INSURANCE EXEMPTION
DECLARATION FORM & GUIDELINES

What is the NSW small business exemption?

From 01 January 2018, NSW small businesses are exempt from paying stamp duty on certain types of insurance.

What is a small business?

Revenue NSW has stated that: "You are a small business if you are an individual, partnership, company or trust that is carrying on a business, and the business has an aggregated turnover of less than \$2 million. Aggregated turnover is your annual turnover plus the annual turnovers of any business entities that are your affiliates or are connected with you."

What types of insurance policies are eligible for the exemption?

- ◆ Commercial Vehicle Insurance
- ◆ Commercial Aviation Insurance
- ◆ Occupation Indemnity Insurance (including Professional Indemnity)
- ◆ Public and Products Liability Insurance

How to apply for the exemption?

For individuals, company, partnership or trust – to receive the exemption please complete the declaration below that you/your business entity is a small business and return to JUA Underwriting Agency Pty Ltd or your Broker / Authorised Representative.

Special Notes

- The declaration covers all policies issued to you during the current financial year (July - June).
- If you are uncertain whether you classify as a small business, please speak to your financial adviser.
- JUA will place reliance on your declaration in charging the applicable insurance duty.
- False declarations may result in penalties up to \$11,000 by Revenue NSW plus the insurance duty not paid and penal interest on that balance.
- Revenue NSW may also be able to clarify your queries relating to the law and your obligations.
- If you are a not for profit organisation already entitled to a NSW Stamp Duty Exemption, your premium is already exempt and the NSW Stamp Duty Exemption for Small Business is not relevant.
- If the required Declaration is received after the time that the contract of insurance is effected or renewed, and the insurer (JUA) is unable to recover the stamp duty already paid because of this, the insurer (JUA) reserves the right not to make any premium adjustment or refund or deduct the reasonable costs of any recovery.

More Information

Please visit the NSW Revenue website <http://revenue.nsw.gov/taxes/insurance> and/or refer to the Duties Act 1997 (NSW).

NSW SMALL BUSINESS STAMP DUTY EXEMPTION DECLARATION

This declaration covers policies effected or renewed during the current financial year (July - June).

I hereby declare that I am a Capital Gains Tax small business entity (within the meaning of Section 152-10(1AA) of the Income Tax Assessment Act 1997 of the Commonwealth). I am a small business individual / partnership / company and/or trust, which is carrying on a business, and the business has an aggregated turnover of less than \$2 million*.

Signed			
Name (Printed)			
Date Signed			
Insured Name			
ABN of Insured			
Contact Details	Phone	Email	

*Aggregated turnover is your Australia Wide annual turnover plus the annual turnover of any business entities that are your affiliates or are connected with you.
*A fraudulent declaration may invalidate your insurance contract.