

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/
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 |
| • Challenge Ropes (low) | • Sandboarding | • Bingo Centres | • Conference Centres | and more..... |
| • Climbing | • Snorkelling | • Aquariums | • Historical Attractions | |

Please complete the following application sections:

Section 1:
Your Details
(Compulsory)

Page 01

Section 2:
Your Business Details
(Compulsory)

Page 02

Section 3:

Cover Option: Platinum Liability

Page 05

Section 4:
Declaration
(Compulsory)

Page 06

Your Details

Full Name of Insured					
Trading Name: (if applicable)					
Tax Registered Business:	<input type="checkbox"/> Yes <input type="checkbox"/> 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
Other Interested Parties: (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>Full time:</td> <td>Part time:</td> <td>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.), including details of any operations outside Australia

4. 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.

5. 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.

6. 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)

7. 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)

8. 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. It is in a condition of cover with water and rope activities that a waiver be used with each participant?
Please attach a copy of the waiver/disclaimer.

b. 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? Yes No
What is the procedure?

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

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

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? 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:	<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? Yes 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

Defined words
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 Great Lakes Reinsurance (UK) SE (ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603), a limited liability company incorporated in England and Wales the insurer of the product.

General Insurance Code of Practice
Great Lakes Australia is a signatory to the General Insurance Code of Practice. The Code aims to raise standards of service between insurers and their customers.
For any information about the Code, including a copy of the Code, contact us or Financial Ombudsman Service on 1300 78 08 08 or visit www.codeofpractice.com.au

Duty of Disclosure
This Policy is subject to the Insurance Contracts Act 1984 (Act). Under that Act you have a Duty of Disclosure.
Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. If you are not sure whether something is relevant you should inform us anyway.
You have the same duty to inform us of those matters before you renew, extend, vary, or reinstate your contract of insurance. The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the answers are provided to us or disclosures are made and the Relevant Time, you need to tell us.
Your duty however does not require disclosure of matters that:

- reduce the risk;
- are common knowledge;
- we know or, in the ordinary course of our business, ought to know, or
- we have indicated we do not want to know.

If you do not comply with your duty of disclosure, we may be entitled to:

- reduce our liability for any Claim;
- cancel the contract;
- refuse to pay the Claim, or avoid the contract from its beginning, if your nondisclosure was fraudulent.

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.

Privacy Statement
In this Privacy section “we”, “us” or “our” means Great Lakes Australia and 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

Declaration (continued)

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 Great Lakes Australia Privacy Statement at www.munichre.com/io/gla/en/privacy_statement.aspx and SUA Privacy Policy and Privacy Statement at www.sportsunderwriting.com.au/documents.html.

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.