



## CLUBS/GROUPS/ASSOCIATIONS APPLICATION FORM LIABILITY – PROFESSIONAL INDEMNITY – PLAYER ACCIDENT

PLEASE ANSWER QUESTIONS FULLY, USE BLOCK LETTERS AND TICK APPROPRIATE BOXES

### Details of the Insured

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

1. Please advise each Sporting activity your business / club operate or compete in? e.g. Cricket, Indoor Soccer, Netball etc.

\_\_\_\_\_

\_\_\_\_\_

2. Please state all additional activities your business / club operate? e.g. Event management, fund raising, gaming operations etc.

\_\_\_\_\_

\_\_\_\_\_

3. Are you the sole occupier of your premises &/or building you own or occupy? Yes  No

If no, please state the occupations of co-habitants:

\_\_\_\_\_

4. Please advise the estimated:

- |  |          |
|--|----------|
| (a) gross annual turnover for the next 12 months:                | \$ _____ |
| (b) gross annual wages paid to employees for the next 12 months: | \$ _____ |
| (c) annual fees paid to contractors / subcontractors:            | \$ _____ |
| (d) number of members:   | _____    |

5. Do you sell goods to the public? If yes, please provide details of the goods you sell.

\_\_\_\_\_

\_\_\_\_\_

6. What procedures do you have in place for the recording and monitoring of claims or incidences which may give rise to a claim?

\_\_\_\_\_

\_\_\_\_\_

7. Please provide the following details regarding participant numbers in each sport played at your/organisation/ club/association:

Sport Played	No. of Teams	No. under 18 yr old players	No. over 18 yr old players	No. of Non Playing Members	No. of Coaches/ Referees/ Officials/ Trainers

8. Are your coaches, umpires/referees and sports trainers qualified? If yes, please provide details of their qualifications.

\_\_\_\_\_

\_\_\_\_\_

9. Is the sport your organisation/club/association involved in played all year round or in competition seasons?

All year round  Competition Seasons

10. If the sport your organisation/business/club/association is involved in is played in competition seasons, please provide the following information:

	18 and over	13-18	12 and under
Number of competition seasons per year	_____	_____	_____
Number of weeks per competition season	_____	_____	_____
Number of fixture matches per competition season	_____	_____	_____

11. Does your/organisation/club/association have at your premises:

Fixed grandstands ? Yes  No

Portable grandstands ? Yes  No

If yes, please provide the following information:

	Fixed Grandstand	Portable Grandstand
How many people does your grandstand seat?	_____	_____
What is your grandstand made of? (eg brick)	_____	_____
How old is your grandstand?	_____	_____
Who is responsible for maintaining your grandstand?	_____	_____

If you own portable grandstands do you:

Hire the grandstands out to others ? Yes  No

Require those hiring your grandstand to effect public liability insurance on your behalf ? Yes  No   
Please attach a copy of the hire agreement

12. Do you have written risk management procedures for:

- Responsible service of alcohol ? Yes  No  Not Applicable
- First Aid ? Yes  No  Not Applicable
- Blood spillage and infectious diseases ? Yes  No  Not Applicable
- Maintenance of premises and equipment ? Yes  No  Not Applicable
- Inspection of playing surfaces ? Yes  No  Not Applicable
- Emergency procedures in event of serious injury ? Yes  No  Not Applicable
- Discrimination policies and codes of conduct ? Yes  No  Not Applicable
- Pregnancy Yes  No  Not Applicable

13. Have you had an independent risk assessment of your premises or the playing surfaces where the sports /s that your business/organisation/association is involved in is played? If yes please provide details and a copy of any written report.

14. Is liability cover required for countries other than Australia & New Zealand? Yes  No

If yes, please state countries and provide details why cover is required.

\_\_\_\_\_

\_\_\_\_\_

15. Please supply full details of any contracts or agreements (e.g. lease or maintenance agreements) the terms of which require you to "indemnify" or "hold harmless" another party or which restrict our recovery rights. (Please note that cover will only apply to these contracts/agreements where Calliden have specifically agreed to extend the policy.)

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16. Do your business / club operate as a licensed premise? Yes  No   
If yes, please provide details of your license including the hours you operate, the number of hours or days per week that you operate.

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17. Does your premises have signage, clearly displayed, stating the risks associated with the consumption of alcohol prior to participating in sporting activities?

Yes  No

18. Does your organisation/ association/club own or operate poker machines? If yes, please advise how many poker machines you own.

Machine Numbers -

19. Does your organisation/association/club own equipment that it uses? Yes  No

If you have answered yes to this question, please provide a list of the equipment that you use:

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20. Does your organisation/ association/club hire out equipment? Yes  No

If you have answered yes to this question, please provide a list of the equipment that you hire out.

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21. Does your organisation/ association/club hold international or national events? Yes  No

If you have answered yes to this question, please provide a list of the events that you hold.

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22. What is the approximate maximum number of people that attend any of the following at the premises where your sport that your organisation/association/club is involved in is played or operates from:

Event \_\_\_\_\_  
Game \_\_\_\_\_  
Tournament \_\_\_\_\_  
Meeting \_\_\_\_\_

23. Does your organisation/ association/club provide the following:

24. Child minding services? Yes  No

25. Hire of your premises and catering for children's parties ? Yes  No

If you have answered yes to this question, please provide details of these services and the ratio of adults to children when these services are provided.

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#### Details of the Cover Required

**Do you require Public & Products Liability &/Or Professional Indemnity Insurance?** Yes  No

Please select the Limit of Liability:

Public Liability: \$5,000,000  \$10,000,000  \$20,000,000

Professional Indemnity Extension: \$1,000,000  \$2,000,000

Excess Option: \$500  \$1000

Do you currently hold Professional Indemnity insurance cover in place? Yes  No

If yes, please state: The date from which you have had this insurance? \_\_\_\_\_

Your current insurer? \_\_\_\_\_

What is your current Limit of Liability? \_\_\_\_\_

(Note: Cover for professional indemnity is provided on a Claims Made basis only. Please refer to "Important Notices" about Claims Made covers)

**Do you require Player Accident Insurance?**

Yes  No

Please select the cover you would like:

	Standard <input type="checkbox"/>	Premier <input type="checkbox"/>	Platinum <input type="checkbox"/>
Capital Benefits (death under 18 – 20%)	\$50,000	\$50,000	\$75,000
Loss of Income 7 day excess / 52 weeks max	\$250 per week	\$350 per week	\$500 per week
Student Assistance 7 day excess / 52 weeks max	\$250 per week	\$350 per week	\$500 per week
Home Help 7 day excess / 52 weeks max	\$250 per week	\$350 per week	\$500 per week
Parents Inconvenience Max \$1,500	\$25 per day	\$25 per day	\$25 per day
Non Medicare Medical Max 85% / Excess \$50	\$1,500	\$2,000	\$2,500
Funeral Expenses	\$5,000	\$5,000	\$5,000

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

Year of Claim	Description of Incident	Is claim settled (yes or No)	Amount claim settled for	Amount claim expected to settle for
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**Declaration**

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 Calliden'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 at the back of this Proposal;
  - (v) if there was insufficient space to fully answer any questions, we have attached \_\_\_\_\_ supplementary pages providing the additional information required.
- (b) authorise Calliden and Sports Underwriting Australia Pty Ltd 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 Calliden/Sports Underwriting Australia policy wording.
- (d) acknowledge that Calliden, its agents and/or employees reserve the right to decline this proposal.

Proposer's Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Proposer's Title: \_\_\_\_\_

Club/Association: \_\_\_\_\_

### **Duty of Disclosure**

This Policy is subject to the Insurance Contracts Act 1984. 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, that is relevant to our decision to insure you and to the terms of that insurance. 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.

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, and
- 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
- Avoid the contract from its beginning, if your non-disclosure was fraudulent

### **Privacy Statement**

The information collected on this proposal form will be used to assess your request for insurance and to provide other insurance services in accordance with our privacy policy. Calliden may share your information with other third parties, as defined in the privacy policy, in order to undertake insurance services. If you do not complete the proposal form in full, and in accordance with your duty of disclosure, Calliden may not be able to provide you with insurance or may impose additional conditions on any cover provided.

In accordance with Calliden's privacy policy you may obtain access at any time to information that Calliden or its service providers hold on you. If you would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy you may do so through one of the following means:

- obtain the privacy policy online at [www.calliden.com.au](http://www.calliden.com.au)
- by phone 02 9551 1111
- by email to [privacy@calliden.com.au](mailto:privacy@calliden.com.au)
- by letter to Privacy Officer, PO Box 348 MILSONS POINT NSW 1565

### **Goods and Services Tax**

The amount of cover you choose 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 have paid, 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.

### **Claims Made and Notified Policy**

This proposal is for both a 'claims made' and occurrence based Policy.

The only part of the Policy that is claims made is the Professional Indemnity section of the Policy. Claims made means that the Professional Indemnity 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 section does not provide cover in relation to;

- Events which occurred prior to the 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 on any previous 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 section, a claim means:

- A writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counter claim or third or similar party notice for compensation;
- A written assertion of a right to or a demand for compensation

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 provides that an insurer is not relieved from liability under a contract of insurance in respect of a claim by reason only that the claim was made after the expiry of the period of 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.