



PERSONAL TRAINER / PERSONAL TRAINING STUDIOS
LIABILITY APPLICATION FORM

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

Details of the Insured

Form fields for insured details: Full Name of Insured, Trading Name, Tax Registered Business, Situation Address, Postal Address, Business Phone No., Website address, Period of Insurance, Other Interested Parties.

- 1. Please provide full details of your business including any activities specific to the business?
2. Please list your current qualifications?
3. Please advise how many years experience in the industry you have?
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. Please supply full details of any "disclaimers" you require your members to sign...
6. Do you sell goods (including food and drinks) to the public?
7. What procedures do you have in place for the recording and monitoring of claims or incidences which may give rise to a claim?

8. Does your business 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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9. Do your premises have clearly displayed signage, stating the risks associated with the consumption of alcohol prior to participating in sporting activities? Yes  No

10. Please tick which facilities/services you provide:

- |                             |   |                               |   |
|-----------------------------|---|-------------------------------|---|
| Weight-training/Aerobics:   | <input type="checkbox"/>                    | Professional Massage therapy: | <input type="checkbox"/> - refer 9.v. below   |
| Cycle gym:                  | <input type="checkbox"/>                    | Swimming pool:                | <input type="checkbox"/> - refer 9.i. below   |
| Crèche/Child-minding:       | <input type="checkbox"/>                    | Ball sports/Racquet sports:   | <input type="checkbox"/> - refer 9.ii. below  |
| Café/Canteen                | <input type="checkbox"/>                    | Sporting equipment hire:      | <input type="checkbox"/> - refer 9.iii. below |
| Sauna/Spa/Solarium:         | <input type="checkbox"/>                    | Indoor rock-climbing:         | <input type="checkbox"/> - refer 9.iv. below  |
| Professional Physiotherapy: | <input type="checkbox"/> - refer 9.v. below | Child play days               | <input type="checkbox"/>                      |
| Professional Nutritionist:  | <input type="checkbox"/> - refer 9.v. below | Other:                        | <input type="checkbox"/> - refer 9.vi. below  |

11. Please complete the following for the above items which you have ticked:

- i. Swimming Pools – are they:
- |  |  |
|--|--|
| Used <u>strictly</u> as a lap-pool or by learn-to-swim classes?: | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Used for general swimming purposes?:                             | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Equipped with diving platform/waterslide/springboard?:           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Please advise the dimensions of the pool – Length                | Metres   |
| Width  | Metres   |
| Depth at each end  | Metres   |

ii. Ball sports/Racquet sports – please state the number and type of courts which you have:

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iii. Sporting equipment hire – please attach a copy of the hire agreement.

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iv. Indoor rock-climbing – please provide details of the number of climbs, maximum height, safety belay systems and type of flooring used around the climbing/belay area.

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v. Professional Massage Therapy/Physiotherapy /Nutritionist – what type of persons conduct these services? Employees  Contractors

If you ticked Employees, what are the minimum qualifications of each employee providing this service?

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If contractors:

Are the contractors separately insured for Liability and Professional Indemnity? Yes  No

Do you obtain evidence of this insurance? Yes  No

vi. Other – please provide details of these other facilities/services.

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### SPORTS LIABILITY / PROFESSIONAL INDEMNITY SECTION

Please select the Limit of Liability:

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

Professional Indemnity: \$1,000,000  \$2,000,000  \$5,000,000

Do you currently hold Professional Indemnity or Errors & Omissions 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)

**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:

- (b) Had any insurance declined or cancelled, application/proposal rejected, renewal refused, claim rejected, or special conditions imposed by an insurer? Yes  No
- (c) Been charged with or convicted of any criminal offence?(excluding traffic offences) Yes  No
- (d) 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:

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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 and/or Sports Underwriting Australia, 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.