

Sports • Leisure • Licensed Clubs

Please use this application for occupations relating to the Health & Fitness Industry including:

- Aquatic Centres
- Boot Camps
- Fitness Centres
- Fitness Studios
- Health Clubs
- Leisure Centres
- Personal Trainers
- Pilates Studios
- Swim Schools
- Yoga Studios
- Yoga / Pilates instructors

Please complete the following application sections:

**Section 1:
Your Details**
(Compulsory)

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**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
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**Section 4:
Declaration**
(Compulsory)

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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 estimated:

(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:	Full time: Part time: Casual:
(d) annual fees paid to contractors / subcontractors:	\$
(e) number of annual participants/members:	
(f) number of trainers, coaches, referees and officials:	

Your Business Details (continued)

2. Please advise which activity best describes your business:

- Fitness Centre/Gymnasium
 Personal Training Studio
 Personal Trainer (Individual)
 Boot Camp
 Leisure Centre
 Swim School
 Pilates Studio
 Yoga Studio
 Other. Please describe _____

Does your facility operate 24/7? Yes No

If yes, please advise if your facility contains any of the following:

- CCTV
 Duress Buttons
 Secure Access (i.e. Swipe Card, FOB or Fingerprint)

3. Please advise if you offer any of the following services:

- Professional Massage therapy: refer 3.v. below
 Swimming pool, spa and/or sauna? refer 3.i. below
 Ball sports/Racquet sports: refer 3.ii. below
 Sporting equipment hire: refer 3.iii. below
 Indoor rock-climbing: refer 3.iv. below
 Child play days
 Professional Physiotherapy: refer 3.v. below
 Professional Nutritionist: refer 3.v. below
 Other: refer 3.vi. below

i. Swimming Pools – are they:

Used strictly as a lap-pool or by learn-to-swim classes?: Yes No

Used for general swimming purposes?: Yes No

Equipped with diving platform/waterslide/springboard?: Yes No

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:

iii. Sporting equipment hire – please describe items hired and attach a copy of the hire agreement.

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.

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?

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

If contractors:

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

Do you obtain evidence of this insurance? Yes No

4. Are all participants required to sign a “disclaimer” to “release and indemnify” your business/company in regards to acknowledgment of risks, injury and obligations? Yes No

5. Do you sell goods to the public?

If yes, please provide details of the goods you sell and outline any imported or exported products.

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. Do you hold a license to serve alcohol at the premises? Yes No

If yes, Does your premises have clearly displayed signage stating the risks associated with the consumption of alcohol prior to participating in fitness activities? Yes No

Please state the days and hours in which you are licensed to service alcohol i.e. Monday to Sunday 11am – 11pm.

Cover Option 1 – Business Property Cover

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

If no, please state the occupations of other tenants:

2. Please complete the following table about the premises you own / occupy: (use separate sheet if necessary)

Item	Occupied As	Floor	Roof	Walls	Storeys	Year Built
Example Only	Fitness Centre	Wood	Slate	Brick	2	1980
Location 1						

3. Is the property on town or tank water? Town Tank

4. When were your premises last rewired? or, had the wiring inspected?

5. Please provide details of security equipment and devices used to secure your property.

Deadlocks on external doors: Yes No Local alarm: Yes No
 Key locks fitted to external windows: Yes No Self monitored alarm: Yes No
 Bars/Grills on all windows and doors: Yes No Dialer, Securitel or GSM alarm: Yes No

6. Please provide details of fire protection equipment used to protect your premises.

Fire Extinguishers: Yes No Sprinkler systems: Yes No
 Hard-wired smoke detectors: Yes No → If yes, are they monitored? Yes No
 Heat detectors: Yes No → If yes, are they monitored? Yes No

7. Do the premises have cooking facilities? Yes No → If Yes, do you use a deep fryer. Does the fryer have a thermostatic cut-off switch? Yes No → If Yes, is the deep fryer: Less than 5 Litres More than 5 Litres

Select the Types of Insurance You Require

FIRE AND OTHER DEFINED EVENTS SECTION

Insured Property

	R/R or Indemnity Conditions? Please indicate	Sums Insured
Building (including fixtures and fittings/tenants improvements)	<input type="checkbox"/> R/R <input type="checkbox"/> Indemnity	\$
Contents including Machinery, Plant, Electronic Equipment,	<input type="checkbox"/> R/R <input type="checkbox"/> Indemnity	\$
Stock in Trade & Customers Goods	<input type="checkbox"/> R/R <input type="checkbox"/> Indemnity	\$
Accidental Damage <small>NB: automatic cover is 100% of the Fire, Contents & Stock Sums Insured to a maximum of \$250,000</small>	<input type="checkbox"/> R/R <input type="checkbox"/> Indemnity	\$

BUSINESS INTERRUPTION SECTION

Insured Items

Indemnity Period Required	<input type="checkbox"/> 12 months <input type="checkbox"/> 18 Months <input type="checkbox"/> 24 Months		Sums Insured
Annual Gross Profit	\$	Wages (if not included within Annual Gross Profit)	\$
Additional Increased Cost of Working	\$	Claim Preparation Expenses	\$
Accounts Receivable	\$	Rent Receivable	\$

BURGLARY SECTION

Insured Property	Sums Insured
Contents	\$
Stock in Trade including Customers Goods	\$
Tobacco Products	\$

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	Replacement Value
All fixed internal and external glass <input type="checkbox"/> Yes <input type="checkbox"/> No	
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
(i)	\$
(ii)	\$
(iii)	\$
Total Sum Insured	\$

ELECTRONIC EQUIPMENT SECTION

Please list all electronic items to be covered under this Section including make, model, serial number etc.			
(i)			\$
(ii)			\$
(iii)			\$
Total Sum Insured			\$
Electronic Data	\$	Increased Cost of Working	\$

MACHINERY BREAKDOWN SECTION

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 Stock	\$

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 Items	\$
Unspecified Items (maximum \$1,000)	\$

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 <input type="checkbox"/> Other \$
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 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 and Management Liability sections, 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* (Cth) 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.

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 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 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;
 - (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 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 Policy wording.
- (d) acknowledge that Calliden and/or Sports Underwriting, its agents and/or employees reserve the right to decline this Proposal.

Proposer’s Signature:

Date:

DD / MM / YYYY

Proposer’s Name:

Proposer’s Title:

Club/Business:

IMPORTANT NOTICES**The Insurer and Agent**

Sports Underwriting Australia Pty Ltd (Sports Underwriting) (ABN 53 119 852 096, AFSL 302484) acts as agent for Calliden Insurance Limited (Calliden) (ABN 47 004 125 268, AFSL 234438), the insurer of the product.

General Insurance Code of Practice

Calliden 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 Calliden 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* (Cth). 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, 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
- Avoid the contract from its beginning, if your non-disclosure was fraudulent.

Privacy Statement

Both Calliden and Sports Underwriting respect your privacy. Any personal information provided by you will be treated in accordance with the *Privacy Act 1988* (Cth). This privacy notification provides a summary of how Calliden and Sports Underwriting treat your personal information.

Calliden and Sports Underwriting primarily collect your personal information via this form to assess your request for insurance and to administer your Policy but may also use this information to settle an insurance claim, provide other insurance services as requested by you, and also to notify you about other services or promotions from time to time.

If you do not provide the information requested you may breach your duty of disclosure, your application may not be capable of being accepted, additional conditions may be imposed on any cover provided or your Policy may not be able to be administered.

In order to provide its insurance services Calliden and Sports Underwriting may need to disclose your personal information to third parties including, but not limited to: agents, underwriters, advisors and brokers; claims management and other service providers; claims adjusters, loss assessors and other claims investigators; lawyers; reinsurers and reinsurance brokers; and the Financial Ombudsman Service, or as required by law (for a full list see Calliden's Privacy Policy). In the event of a claim, Calliden and Sports Underwriting may disclose your personal information (including sensitive information) to overseas reinsurers for the purpose of assessing your claim. Calliden and Sports Underwriting will only share information with third parties where Calliden and Sports Underwriting reasonably believe it is necessary in assessing your insurance claim and in providing the products and services requested.

Calliden's and Sports Underwriting's Privacy Policies contain information about how to access and correct the personal information about you and also how to complain about a breach of privacy. If you would like additional information about privacy or would like to obtain a copy of the Privacy Policies, please contact Calliden's Privacy Officer by:

- Tel: +61 2 9551 1111
- Fax: +61 2 9551 1155
- Email: privacy@calliden.com.au
- Mail: Privacy Officer, PO Box 348, Milsons Point NSW 1565.

You can download a copy of Calliden's Privacy Policy by visiting www.calliden.com.au/docs/PrivacyPolicy.pdf

You can also download a copy of Sports Underwriting's Privacy Policy by visiting www.sportsunderwriting.com.au

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.