

Sports Retail Wholesale & Import Insurance Application Form

Sports • Leisure • Licensed Clubs

Please use this application for occupations relating to Sports Retail Wholesale & Import including:					
• Retailers	Retailers • Wholesalers •		nufacturers	 Importers 	
Please complete the following	lowing application sections:				
Section 1: Your Details (Compulsory) Page 01	Section 2: Your Business Details (Compulsory) Page 01	Page 02	tion Isiness Property Cover atinum Liability Cover	Section 4: De (Compulsory) Page 06	claration
Your Details					
Full Name of Insured					
Trading Name: (if applica	ble)				
Tax Registered Busines	s: Yes 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 nam type of interest and the pro concerned).	e, the				
Your Business Details					
1. Please advise the est	imated:				
(a) gross annual turnover for the next 12 months:			\$		
(b) gross annual wages	paid to employees for the next	12 months:	\$		
(c) number of employee			Part time:	Casual:	
(d) annual payments paid to contractors / subcontractors:			\$		
(e) number of years in t	his business				

Cover 1 - Busines I. Are you the sol f no, please state t	e occupier of your pre the occupations of other te the following table Occupied As	tenants:		y: (use separate sheet Walls	☐ Yes if necessary) Storeys	□ No Year Built
Cover 1 - Busines I. Are you the sol f no, please state t	e occupier of your pre	tenants:		W (lise senarate sheet		□No
Cover 1 - Busines	e occupier of your pre		ilding you occupy?		☐ Yes	□No
Cover 1 - Busines						
11. How are your						
11. How are your						
11. How are your						
	products distributed	to customers. i	.e. Internet / Retail / V	Wholesale only.		
10. Are your prod	lucts manufactured to	comply with a	ny Federal or state re	gulation or recognise	d International Stand	lard or code?
	countries and what are t					
9. Do you import	products or raw mate	rials □ Ye				
f Yes show %	Manufacture		% Pack		% Re-label	Ç
8. Do you manufa	cture, pack or re-labe	l any products	which you sell or dist	ribute?	s 🗆 No	
	, , , , , , , , , , , , , , , , , , ,		,	,		
7. Do vou sell or o	distribute any product	of a type not n	ormally associated w	ith your business/oc	cupation?	
5. Do you use con	tractors? If so, please	advise for wha	at purpose.			
	de further details includ	ling the countrie	s and activities involve	d.		
5. Do you conduct	business, participate	in activities, h	ave representation, o	wn assets in or derive	e revenue outside of	Australia?
. Do you export t		- Case advise to	which country.			
6 Do you export a	any products? If so, pl	ease advise to	which country			
3. Do you import a	any products? If so, pl	ease advise the	e country of origin.			

Cover 1 - Business Property Cover (contin	ued)					
5. Please provide details of security equipment and devices used to secure your property. Deadlocks on external doors:						
6. Please provide details of fire protection	equipment used to prot	ect your premises.				
Fire Extinguishers:	No					
Hard-wired smoke detectors: Heat detectors:		yes, are they monitored? yes, are they monitored?		No No		
	f Yes and you have a deep ryer, is the deep fryer	Less than 5 Litres More than 5 Litres	If the deep frye than 5 litres, do thermostatic cu	oes it have a 🔲 No		
BUSINESS PROPERTY SECTION						
Insured Property				Sums Insured		
Building (including fixtures, fittings and tenant	improvements)			\$		
Contents (including machinery, plant and equi	pment)			\$		
Stock				\$		
Accidental Damage (in additional to the stand	dard policy benefit)			\$		
Playing Surfaces (in addition to the standard	\$					
Is flood cover required?				☐ Yes ☐ No		
BUSINESS INTERRUPTION SECTION						
Indemnity Period Required	onths 18 Months	24 Months				
Insured Items	Sums Insured	Insured Items		Sums Insured		
Annual Gross Profit	\$	Wages (if not included within Annual	Gross Profit)	\$		
Additional Increased Cost of Working	\$	Professional Fees/Claim Preparatio addition to the standard policy benefit		\$		
Accounts Receivable \$ Rent Receivable				\$		
THEFT SECTION	Į.					
Insured Property Sums Insured						
Contents		\$				
Stock				\$		
Tobacco Products	\$					
MONEY SECTION						
Insured Property Sums Insured						
Blanket Cover (Note: Money in Premises outsi	\$					
Money in Premises during Normal Busine	\$					
Money in Premises outside Normal Busine		,500)		\$		
Money in Transit or in a Bank Night Safe				\$		
Money in Locked Safe or Strongroom				\$		
Money in your Private Residence	\$					

Cover Option 1 - Business Property Cover (continued)						
GLASS SECTION						
Insured Property						
All fixed internal and external glass Yes No			Replacement Value			
Advertising/Illumir	nated sig	gns (an automatio	sub limit of \$7,500 applies)	1		\$
TRANSIT SECTION						
Please list all items to be covered under this Section including make, model, serial number etc.					Sums Insured	
(i)					\$	
(ii)					\$	
(iii)	(iii)				\$	
Total Sum Insured			\$			
ELECTRONIC EQUIF	PMENT S	SECTION				
Please list all electi	ronic ite	ms to be covere	d under this Section inc	luding mal	ke, model, serial number etc.	
(i)			\$			
(ii)	(ii)			\$		
(iii)			\$			
					Total Sum Insured	\$
Electronic Data	\$				Increased Cost of Working	\$
MACHINERY COVER	₹					
Please list all items	to be co	overed under th	is Section.			
Machinery (please	describe):				
(i)			HP / KW	No. of un	nits:	\$
(ii)	HP / KW No. of units:		\$			
(iii)			HP / KW	No. of un	nits:	\$
Limit any one event	:	\$		Det	terioration of Refrigerated Stock	\$
GENERAL PROPERT	TY SECT	ION				
Please list all items	to be co	overed under th	is Section including mak	ke, model,	serial number etc.	
Specified Items						Sum Insured Required
(i)						\$
(ii)			\$			
(iii)			\$			
(iv)				\$		
Total of Specified Items					\$	
				Unsp	ecified Items (maximum \$1,000)	\$

Cover Option 2 - Platinum Liability Cover						
PART A: GENERAL LIABILITY						
Limit of Indemnity for Part A:	□ \$5,000,000 □ \$10,000,000 □ \$20,000,000					
·	NB: automatic cover is \$500,000					
Property in your physical or legal control						
Excess Option:	□ Nil □ \$1,000 □ \$2,500 □ \$5,000 □ Other \$					
PART B: PROFESSIONAL INDEMNITY						
Limit of Indemnity for Part B:	□ \$1,000,000 □ \$2,000,000 □ \$5,000,000 □ \$10,000,000					
Excess Option:	□ Nil □ \$1,000 □ \$2,500 □ \$5,000 □ Other \$					
Do you currently hold Professional Indemnity of	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:	Limit of Indemnity for Part C:					
Optional Extensions:	☐ Fidelity (\$100,000 limit) ☐ 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?						
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 this policy, whichever the earlier.	irst held continuous Directors and Officers or Management Liability Insurance or the inception date of					

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 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 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
- · 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

- a. written or verbal demand for compensation or damages or other relief; or
- b. a civil proceeding seeking compensation or damages or other relief; or
- c. any criminal charge brought against a Member or Officer alleging a Wrongful Act; or
- d. a notice of charge, formal investigation order or notice requiring a Member or Officer 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 the Professional Indemnity & Management Liability sections of the Platinum Liability 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 th	ne last 5 years:		
(a) Had any insurance declined or cancelled, application/proposal rejected, renewal refused, Claim rejected, or special conditions imposed by an insurer? (b) Been charged with or convicted of any criminal offence?(excluding traffic offences) (c) Been declared bankrupt or subject to any form of insolvency administration?	☐ Yes ☐ No ☐ Yes ☐ No ☐ 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 of suffered any loss or damage which would be covered by this proposed insurance?	r	☐ Yes ☐ No		
Are you aware of any other incident(s) that have occurred in the last 5 years that may give ris	ou? Yes No			
If you are seeking cover under Part B of Platinum Liability (Professional Indemnity) and/or Paplease answer the following questions:	art C of Platinum Liabil	ity (Management Liability)		
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		
	☐ Yes ☐ No	\$		
	☐ Yes ☐ No	\$		
	☐ Yes ☐ No	\$		
	☐ Yes ☐ No	\$		
	☐ Yes ☐ No	\$		
	☐ Yes ☐ No	\$		
	□Vos □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

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 (ABN 53 119 852 096, AFSL No. 302484) ('Sports Underwriting Australia') acts under a binding authority provided by the Insurer, Wentworth Insurance Company Limited (Wentworth), incorporated in Barbados, regulated by and under the supervision of the Financial Services Commission Barbados in respect of insurance business conducted in or from within Barbados.

Duty of Disclosure

If you are not a natural person, before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary, or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- · we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim to the extent, we have been prejudiced by your failure, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

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.

For Individuals

If you are a natural person, a different duty of disclosure to the one set out above applies to you. Please contact your intermediary so that you can be informed of the duty of disclosure that applies to you.

Privacy Statement

In this Privacy Statement the use of 'We', 'Us' and 'Our' means Wentworth and Sports Underwriting Australia unless specified otherwise.

We are committed to protecting your privacy. We are bound by the obligations of the Privacy Act 1988 (Cth). This sets out basic standards relating to the collection, use, storage, and disclosure of personal information.

The primary purpose for Our collection, use, storage, and disclosure of your personal information is to enable Us to provide insurance services to you.

We need to collect, use and disclose your personal information (which may include sensitive information) to consider Your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim. You can choose not to provide Us with some of the details or all your personal information, but this may affect Our ability to provide the cover, administer the insurance or assess a claim.

We may disclose the personal information We collect to third parties who assist Us in providing the above services, such as related entities, distributors, agents, insurers.

reinsurers, and service providers. Some of these third parties may be located outside of Australia, for example Barbados or the Republic of Ireland. In all instances where personal information may be disclosed to third parties who may be located overseas, We will take reasonable measures to ensure that the overseas recipient holds and uses your personal information in accordance with the consent provided by you and in accordance with Our obligations under the Privacy Act 1988 (Cth).

Personal Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from your insurance intermediary or co-insureds).

If you provide personal information for another person you represent to Us that:

- · you have the authority from them to do so and it is as if they provided it to Us;
- you have made 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 personal information and request correction if required.

By providing Us with your personal information, you consent to Our collection, use and disclosure, as outlined above and in accordance with Sports Underwriting Australia's Privacy Policy.

This consent remains valid unless you alter or revoke it by giving written notice to Sports Underwriting Australia's Privacy Officer. Should you wish to withdraw your consent, We may not be able to provide insurance services to you.

Sports Underwriting Australia's Privacy Policy sets out how:

- · Sports Underwriting Australia protects your personal information;
- · you may access your personal information;
- · you may correct your personal information held by Us;

Declaration (continued)

 you may complain about a breach of the Privacy Act 1988 (Cth) or Australian Privacy Principles and how Sports Underwriting Australia will deal with such a complaint.

If you would like additional information about privacy or would like to obtain a copy of the Privacy Policy, please contact Sports Underwriting Australia's Privacy Officer by:

Email: privacy@sportsunderwriting.com.au

Phone: +61 3 8862 2600

Mail: Box 288, Kew East, VIC 3102

You can download a copy of Sports Underwriting Australia'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.