



**Chubb Insurance Company of Australia Limited**  
**A.B.N. 69 003 710 647 A.F.S. Licence No: 239778**  
 Locked Bag No 13, Australia Square, 1215  
 Level 36, Tower Building, Australia Square, 264-278 George Street, Sydney,  
 NSW, 2000

## CLUB MANAGEMENT LIABILITY PROPOSAL FORM

### Completing the Proposal Form

- Please read the “Statutory Notice” before completing this proposal form.
- Please answer all questions in full leaving no blank spaces.
- If you have insufficient space to complete any of your answers, please attach a separate signed and dated sheet and identify the question number concerned.

**THE LIABILITY INSURING CLAUSES OF THIS POLICY ARE WRITTEN ON A CLAIMS MADE BASIS. EXCEPT AS OTHERWISE PROVIDED, THE LIABILITY INSURING CLAUSES OF THE POLICY WILL COVER ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. PLEASE NOTE THAT THE DEFENCE COSTS PROVISION OF THIS POLICY STIPULATES THAT THE LIMITS OF LIABILITY MAY BE COMPLETELY EXHAUSTED BY THE COST OF LEGAL DEFENCE. ANY DEDUCTIBLE AMOUNT MAY BE SIMILARLY REDUCED OR EXHAUSTED BY DEFENCE COSTS.**

The term ‘Club’ means the proposed **Insured Organisation** and all of its subsidiaries, unless otherwise stated.

***PLEASE READ THE POLICY CAREFULLY***

1. Name of Club: \_\_\_\_\_ Year Established: \_\_\_\_\_  
 Principal Address: \_\_\_\_\_  
 Number of Members: Full \_\_\_\_\_ Social \_\_\_\_\_ Total \_\_\_\_\_  
 Employee Numbers: (including full time and part time employees): \_\_\_\_\_  
 Is the Club anticipating any merger, acquisition, divestment or offering of securities within the next twelve months?  
 Yes  No

2. **Financial Data**

	<b>This year</b>	<b>Last year</b>
Total Assets	\$	\$
Total Liabilities	\$	\$
Total Revenue:	\$	\$
Total Net Assets:	\$	\$
After tax Profit (Loss):	\$	\$

**The policy contains an insolvency exclusion. To enable us to consider removing this exclusion from the Directors and Officers’ Liability Coverage Section: Insuring Clauses (A) and (B), please provide us with a copy of the Club’s latest annual report, containing audited financial statements.**

3. **Employment Practices Liability**

- (a) How many directors and/or employees left the Club in the last six (6) months? \_\_\_\_\_
- (b) Does the Club anticipate any retrenchments or layoffs within the next 12 months?  Yes  No  
 If yes, how many? \_\_\_\_\_
- (c) Does the Club have written employment procedures (eg Employee Handbook) that are available to each employee?  
 Yes  No

**4. Employee Theft**

- (a) Does the person reconciling bank statements also sign cheques and/or handle bank deposits?  Yes  No
- (b) Does the person preparing cheque requisitions also sign cheques?  Yes  No
- (c) Are countersignatures required on all cheques?  Yes  No
- (d) Is there an annual independent physical count of stock that is reconciled against stock records?  Yes  No
- (e) Is the **Insured** responsible for any ATMs on the premises  Yes  No

**Poker Machine Controls** (if applicable)

- a) Total Number of poker machines on the premises \_\_\_\_\_
- b) How often are poker machines emptied? \_\_\_\_\_
- c) By whom are the poker machine emptied? \_\_\_\_\_
- d) Are the emptying duties rotated?  Yes  No
- e) Do **Employees** who empty poker machines also count their contents?  Yes  No
- f) Are the counting and reconciliation duties segregated?  Yes  No
- g) How often is full reconciliation of the contents of poker machines carried out? \_\_\_\_\_

**5. Loss & Insurance History**

- (a) Is any person proposed for coverage aware of any facts or circumstances which he or she has reason to suppose might afford valid grounds for any future claim(s) that would fall within the scope of the proposed coverage or which indicate the probability of any such claim(s)? If yes, please provide details.  Yes  No
- (b) Within the last three years, has the **Club**, its directors, officers and/or any other proposed insured person been the subject of any complaint, suit, inquiry or notice of a hearing from any State, Territory or Federal regulatory, body, or any other party? If yes, please provide details  Yes  No
- (c) Within the last three years, has the **Club** discovered any employee dishonesty, burglary, robbery, disappearances, destruction or forgery losses?  Yes  No  
If, yes, please provide details: \_\_\_\_\_

- (d) Has the **Club** been declined, had cancelled or non-renewed any insurance policies for any of the coverages for which it is applying?  Yes  No  
If, yes, please provide details: \_\_\_\_\_

**6. False Information**

Any person who, knowingly and with intent to defraud any insurance company or other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which may result in a denial of insurance benefits or rescission of the policy.

**7. Limit of Liability** What limit of liability does the **Club** require?

**Directors and Officers Liability?**

- \$500,000  \$1 million  \$2 million  \$3 million  \$4 million  \$5 million  Other

**Employment Practices Liability?**

- \$500,000  \$1 million  \$2 million  \$3 million  \$4 million  \$5 million  Other

**Employee Theft Coverage**

- \$50,000  \$100,000  \$250,000

**8. Stamp Duty**

Please state the total number of employees located in the following states and overseas:

ACT	NSW	NT	QLD	SA	TAS	VIC	WA	O/S

9. **GST**

- (a) **Club's** Australian Business Number: \_\_\_\_\_
- (b) Does the **Club** any other entity to be insured under the policy intend to claim an Input Tax Credit for the premium of the Policy?  Yes  No
- (c) If so, to what extent is an Input Tax Credit being claimed by the **Club** and any other entity to be insured? (e.g. answer – full claim or %)?

10. **Declarations and Signature**

The undersigned declares that to the best of his or her knowledge and belief that the statements set forth herein are true. Although the signing of this proposal does not bind the undersigned on behalf of the **Club** or its directors, officers or other insured person to effect insurance, the undersigned agrees that this proposal and its attachments shall be the basis of the contract should a policy be issued and shall be attached to and form part of this policy. The Company is hereby authorised to make any investigation and inquiry in connection with this proposal that it deems necessary.

This section of the proposal must be signed by the **CLUB'S CHAIRMAN OF THE BOARD, EXECUTIVE DIRECTOR OR MANAGING DIRECTOR ONLY**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

## **STATUTORY NOTICE**

### **A YOUR DUTY OF DISCLOSURE - CONTRACTS OF GENERAL INSURANCE**

Before you enter into a contract of general insurance with an Insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the Insurer every matter that you know, or could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of any matter: -

- that diminishes the risk to be undertaken by the Insurer;
- that is of common knowledge;
- that your Insurer knows or, in the ordinary course of their business, ought to know;
- as to which compliance with your duty is waived by the Insurer.

### **NON DISCLOSURE**

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning.

### **B UTMOST GOOD FAITH**

Every insurance contract is subject to the doctrine of utmost good faith which requires that parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by the Insurer.

### **C CLAIMS MADE DURING THE PERIOD OF INSURANCE**

This policy provides cover on a "claims made" basis, which means that claims first advised to you (or made against you) during the period of insurance are covered, irrespective of when the incident causing the claim occurred.

### **D NOT A RENEWABLE CONTRACT**

Cover under this policy will terminate at expiry of the Period of Insurance specified in your policy document. If you wish to effect similar insurance for a subsequent period, it will be necessary for you to complete a new proposal form prior to the termination of the current policy so that terms of insurance and quotation/s can then be developed for your consideration.

### **E CHANGE OF RISK OR CIRCUMSTANCES**

It is vital that you should advise us of any departure from your "normal" form of business (i.e. that which has already been conveyed to the Insurer). For example, acquisitions, changes in location or new overseas activities.

### **F SUBROGATION**

You may prejudice your rights with regard to a claim if, without prior agreement from the Insurer, you make agreement with a third party that will prevent the Insurer from recovering the loss from that, or another party.

Your policy contains provisions that either exclude the Insurer from liability, or reduce their liability, if you have entered into any agreements that exclude your rights to recover damages from another party in relation to any loss, damage or destruction which would allow you to sustain a claim under this policy.