

DIRECTORS & OFFICERS, EPL AND FIDELITY GUARANTEE PROPOSAL FORM

Instructions to Proposer

Before completing this proposal form please read the "Important Notices" on Page 4.

Please answer **all** questions in full. If you have insufficient space to complete your answer, please attach a separate signed and dated sheet and identify the question number concerned

The proposal form should be answered after carefully reading the ACE Club Management Liability policy wording and following detailed enquiry of all persons to be covered.

Details of Club

1. Name of Club: _____
2. Principal Address: _____
3. Year Established: _____
4. Nature of Operation: _____

Financial Questions:

5. According to the Statement of Financial Position (Balance Sheet) of the latest annual report, does the club have total assets exceeding \$10,000,000? Yes or No
6. According to the Statement of Financial Position of the latest annual report, does the club have negative net assets (total liabilities exceed total assets)? Yes or No
7. According to the latest annual report, does the Audit Report contain a heading titled "Qualification" and/or any statement of concern about one of more aspects of the report? Yes or No
8. According to the latest annual report, does the Audit Report contain a comment regarding the inherent uncertainty about the future of the club? Yes or No
9. According to the latest annual report, do the "Notes to the Financial Statements" contain a Contingent Liability? (a potential obligation that maybe incurred dependent on the occurrence of future events) Yes or No

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES PLEASE ATTACH A COPY OF THE LATEST ANNUAL REPORT

10. Has the club made an **OVERALL** loss in both of the last two years? Yes or No
11. Did the club make an **OVERALL** loss of more than \$10,000 in the last financial year? Yes or No

12. **Limit of Liability** – what sum insured is required? (Please circle)

\$1,000,000	\$2,000,000	\$5,000,000	Other \$ _____
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FOR LIMITS IN EXCESS OF **\$6,000,000**, PLEASE ATTACH A COPY OF THE **LATEST ANNUAL REPORT**

13. **Crime (Fidelity) Cover** – what sum insured is required? (Please circle)

\$50,000	\$100,000	\$200,000	Not Required
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Employment Information

14. Total number of **full time** employees? _____
15. Total number of **part time** employees? _____
16. Total number of **volunteers**? _____ (a total must be given)
17. How many employees have been **terminated** by the club in the last year (if NIL please write NIL)? _____
 (This does not include voluntary resignations)
 (This does not include voluntary resignations)



18. Does the Club have formal written procedures for hiring and terminating employees? **Yes or No**
19. When recruiting employees to positions of trust involving handling of stock, money or financial or treasury functions does the Club undertake independent checks into their employment history? **Yes or No**

Claims/Circumstances

20. Has the club or any past or present directors, officers, company secretaries, office bearers or employees of the Club ever received any complaint, suit, inquiry, or notice of a hearing or prosecution:

- (a) From any State, Territory or Federal regulatory body, or any other party? **Yes or No**
- (b) Under the Corporations Act or any other statute? **Yes or No**

If **YES**, please provide details of what occurred, amount of money involved, the status and **a copy of the latest annual report**.

21. Is any person proposed for coverage aware of any losses sustained during the past three (3) years due to employee crime/fidelity? (including employee dishonesty, employee theft, employee forgery and whether insured or not) **Yes or No**

If **YES**, please **provide a copy of the latest annual report** and details of the loss. (Please include date discovered, location, nature of loss and amount and the incidents current status).

22. Is any person proposed for coverage aware of any facts, circumstances, acts or omissions that may give rise to any future claims? **Yes or No**

If **YES**, please provide details of what occurred, amount of money involved, the current status and a copy of the **latest annual report**.

Note: any circumstance disclosed in answer to this question is not covered by this proposed insurance. DECLARATION

We acknowledge that we have read and understand the Important Notices contained in this proposal.

We agree that this proposal, together with any other information or documents supplied to ACE, will form the basis of any contract of insurance.

We acknowledge that if this proposal is accepted, the contract of insurance will be subject to the terms and conditions as set out in the policy wording as issued or as otherwise specifically varied in writing by ACE.

We declare after enquiry that the statements, particulars and information contained in this proposal and in any documents accompanying this proposal are true and correct in every detail and are complete.

We undertake to comply with our duty of disclosure and inform ACE of any material alteration to those facts before the contract of insurance is entered into.

Signed _____
(Signed for and on behalf of each and every person and Club to be insured)

Title _____
(Executive Director, Chairperson, Secretary or President ONLY)

Dated _____

IMPORTANT NOTICES

Your Duty of Disclosure

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 its business, ought to know;
- as to which compliance with your duty is waived by the Insurer.

It is important that all information contained in this proposal is understood by you and is true, correct and complete, as you will be bound by your answers and by the information provided by you in this proposal. You should obtain advice before you sign this proposal if you do not properly understand any part of it.

Your duty of disclosure continues after the proposal has been completed up until the contract of insurance is entered into.

Non-Disclosure

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce its 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.

Claims Made Contract

Subject to its terms and conditions the Policy will cover your legal liability for any claim:

- first made against you during the Policy Period;
- resulting from any circumstance of which you become aware during the Policy Period which could give rise
- to a future claim against you provided you immediately inform us in writing of such circumstances within the Policy Period.

The Policy will NOT cover your legal liability resulting from any claim, matter, occurrence or circumstance arising from any act, error or omission committed or alleged to have been committed of which you were aware before commencement of the Policy Period.

Change of Risk or Circumstances

You should advise ACE as soon as practicable of any change to your normal business as disclosed in the Proposal, such as changes in location, acquisitions and new overseas activities.

Subrogation

Where you have agreed with another person or company, who would otherwise be liable to compensate you for any loss or damage which is covered by the Policy, that you will not seek to recover such loss or damage from that person, ACE will not cover you, to the extent permitted by law, for such loss or damage.

Policy Wording

This proposal form should be answered carefully after reading the ACE Club Management Liability Insurance policy wording and following enquiry of all persons to be covered.

Other

If you have insufficient space to complete your answers, please attach a separate signed and dated sheet and identify the question number concerned.

Privacy Statement

ACE Insurance Limited (ACE) is committed to protecting your privacy. ACE collects, uses and retains your personal information in accordance with the National Privacy Principles. Our detailed privacy policy is available on our website at www.aceinsurance.com.au.

ACE collects your personal information (which may include health information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim. We collect the information to assess your application for insurance, to provide you or your organisation with competitive insurance products and services and administer them and to handle any claim that may be made under a policy. If you do not provide us with this information, we may not be able to provide you or your organisation with insurance or to respond to any claim.

We may disclose the information we collect to third parties, including contractors and contracted service providers engaged by us to deliver our services or carry out certain business activities on our behalf (such as assessors and call centres), other companies within the ACE Group, other insurers, our reinsurers, and government agencies (where we are required to by law). These third parties may be located outside Australia.

You agree to us using and disclosing your personal information as set out above. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer.

From time to time, we may use your personal information to send you offers or information regarding our products that may be of interest to you. If you do not wish to receive such information, please contact our Privacy Officer using the contact details provided below.

If you would like to access a copy of your personal information, or to correct or update your personal information, please contact our customer relations team on 1800 815 675 or email CustomerService.AUNZ@acegroup.com.

If you have a complaint or want more information about how ACE is managing your personal information, please contact the Privacy Officer, ACE Insurance Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email Privacy.AU@acegroup.com.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (the Code). The Code sets out minimum standards that we will uphold in respect of the products and services that we provide. Further information about the Code is available at www.codeofpractice.com.au and on request