



Public & Products Liability Proposal Form – Tourism

IMPORTANT NOTICES

Your Duty Of Disclosure

This Policy is subject to the Insurance Contracts Act 1984. Under that Act you have a duty of disclosure.

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, 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.

If you are not sure whether something is relevant, it's advisable that you inform us anyway.

Don't Prevent Our Right of Recovery

This 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.

We Are An Agent

Sterling Insurance Pty Limited (Sterling) is an authorised agent for the underwriters (i.e. insurers), for the purpose of entering into contracts of insurance with intending insured parties and for the dealing with and settling of claims thereunder. At no time do we act in the capacity of agent for the insured or intending insured parties, in either capacity or any other capacity.

Insufficient Space in this Proposal Form

If there is insufficient space in this proposal form for you to fully answer any questions or provide the requested information, please attach a page with the additional information.

Sanctions

We are bound by legislation which over-rides the policy when it involves any individual, organisation and/or country listed in a sanctions list as generated by Australia, United States of America (USA), European Union (EU), and United Kingdom (UK). Consequently, all your operations are required to comply with all applicable sanctions legislation.

Reasonable Care

You must take reasonable precautions to prevent injury and/or damage to third party property prevent the manufacture and/or sale and/or supply of defective products, comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property. The same requirement applies to all your workers, servants and agents.

Privacy Notice

We are bound by the Privacy Act and its associated Australian Privacy Principles (APPs) when we collect and handle your personal information.

We collect personal information in order to provide our services and products. We also pass it to third parties involved in this process such as our reinsurers, agents, loss adjusters and other service providers.

You can seek access to and if necessary, correct your personal information by contacting our Privacy Officer.

When you give us personal or sensitive information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties that we disclose it to 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 either of these things, you must tell us before you provide the relevant information.

Sydney

Ph: 02 9950 4000
Fx: 02 9950 4001

Brisbane

Ph: 07 3377 0832

Sterling Insurance Pty Limited

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PO Box 286, Nth Sydney NSW 2059

IMPORTANT NOTICES (Cont'd)

Claims Made Notice for Professional Indemnity, Errors & Omissions, Statutory Liability and Contractors Environmental Liability Extensions

The Professional Indemnity, Errors & Omissions, Statutory Liability and Contractors Environmental Liability extensions are 'claims made' covers. This means that these extensions cover you for claims first made against you during the period of insurance and notified to the underwriter during such period of insurance.

These extensions do not provide cover in relation to:

- Events which occurred prior to the period of insurance or such earlier retroactive date as may be 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 insurance;
- Claims where the possibility of the claim was intimated in any way prior to the commencement of the period of insurance;
- Claims arising from or attributable to any facts, circumstances or occurrences noted on the proposal for the current period of insurance or on any previous proposal or of which notice had been given under any previous policy;
- Claims arising 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.

As explained above, these extensions, by their terms, do not provide cover for claims made after the expiry of the period of insurance provided by the extensions.

Section 40(3) of the Insurance Contracts Act 1984 however provides that an underwriter 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 underwriter:

- 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.

It is therefore important that you advise us of any circumstances that could result in a claim during the period of insurance to protect your position in case the circumstances develop into a claim after the expiry of the period of insurance.

1. THE INSURED

a) Full name/s of proposed Insured including subsidiaries:

Company Name(s)	A.B.N.	I.T.C.%
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b) Postal Address:

c) Please provide a full description of your business activities:

d) Are any of the Insured and/or its directors listed in any sanctions list generated by Australia, United States of America (USA), European Union (EU) and/or United Kingdom (UK)?

YES	NO
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e) Will you be conducting business activities in any sanctioned country listed in any Australian, US, EU and/or UK sanction list?

YES	NO
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If "Yes", please provide full details:

f) Please state the number of years in continuous business: _____ years

**Note: If less than 3 years please attach CV or summary of relevant past experience/qualifications.*

g) Are you a member of any professional association, body or society? YES NO

If "YES", please provide full details:

h) Please state your website address: www.

2. PERIOD OF INSURANCE

From: / / at 4pm* To: / / at 4pm* * denotes Local Standard Time.

3. LIMIT OF INDEMNITY

- a) Public Liability (any one Occurrence) \$
 - b) Products Liability (in the aggregate for all Injury/Damage during the Period of Insurance) \$
 - c) Care, Custody & Control (any one Occurrence) \$
 - d) Professional Indemnity (in the aggregate during the Period of Insurance) \$
- OR, Do you require cover for Error & Omissions Liability up to \$1 million? YES NO
- e) Do you require cover for Statutory Liability up to \$1 million? YES NO

4. DETAILS OF PREMISES

Please provide details of premises occupied for the purpose of conducting your business.

Location	Occupied As	Owned or Leased
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5. ESTIMATED PAYROLL & CONTRACTOR/LABOUR-HIRE FEES

- a) Please state your estimated annual payroll including the remuneration of Principals, Directors, & Partners
- | | Payroll/Fees | No. of People |
|--|--------------|---------------|
| Management, Clerical and Sales | \$ | |
| Guides &/or handlers | \$ | |
| Contractors/subcontractors &/or Labour-hire fees | \$ | |
| Other (please specify) | \$ | |
| Total | \$ | |
- b) Do all guides/handlers hold current first aid qualifications? YES NO
- c) Do you always confirm the existence of Workers Compensation & Liability insurance policies for all contractors/subcontractors? YES NO
- d) Are you always named as Principal on the Contractor's Liability insurance policies? YES NO

6. DETAILS OF YOUR BUSINESS ACTIVITIES

- a) Please provide a % breakdown of your activities by turnover according to the following categories:
- | | | |
|---|--|---|
| 1 | Accommodation &/or Bed & Breakfast – less than 10 beds | % |
| 1 | Heritage/Historical Site &/or Museum | % |
| 1 | Information Centres | % |

1	Walking Tours – City &/or Gallery only	%
2	4WD Tours – defined tracks only	%
2	Accommodation &/or Bed & Breakfast – more than 10 beds	%
2	Aviation – Ground Risk only	%
2	Bird Watching	%
2	Booking Agents &/or Travel Agent/Retail Outlets	%
2	Bush Cooking	%
2	Bush Walking – Marked Trails/Tracks &/or Trekking	%
2	Camping	%
2	Coach & Bus, Chauffeurs	%
2	Gold Panning	%
2	Railway Restaurant – Stationary only	%
2	Surfboard hire	%
2	Tea Rooms & Craft Sales	%
2	Teaching Demonstrations	%
2	Tours/Touring – Eco, Indigenous, Shopping, Sports/Golf	%
2	Watercraft on flat & inland waters – non-motorised/powerd watercraft only	%
3	4WD Tours – defined & off-track	%
3	Animal/Nursery Farm &/or Mobile Reptile Display	%
3	Cycling – Bicycle Hire &/or Metro Tours – roads &/or cycle-paths only	%
3	Equipment Hire - camping gear (but excluding safety/climbing/ski/scuba gear)	%
3	Fishing – off-shore, beach, & inland/closed waters (but excluding coastal rock fishing)	%
3	Horse & Carriage	%
3	Kite Surfing	%
3	Mini Golf	%
3	Mining Tours	%
3	Motor Cycle &/or Harley Tours – all motorbikes must be road-registered	%
3	Orienteering	%
3	Outbound International Tours incorporating up to Class 3 activities	%
3	Park – Picnic only	%
3	Remote Outback Tours	%
3	Snorkelling &/or Swimming – Open water &/or reef systems	%
3	Snow – Cross-country Skiing, Skiing &/or Snow Shoeing	%
3	Surf Schools &/or Tours	%
3	Watercraft - Catamaran Hire, House Boats, Charter Boat, Motor Cruising, Sailing/Yachting, Whale Watching, &/or Powerboats for fishing	%
3	White Water Canoeing/Kayaking/Rafting – Grade 1/2 & Sea within 2klm of coastline	%
3	Wilderness Tours	%
3	Wind Surfing	%
3	Winery Tours	%
4	Abseiling, Climbing, Climbing Gyms &/or Mobile Climbing Wall – artificial/natural surface	%
4	Archery	%
4	Camel Rides/Tours, Safaris &/or Treks	%
4	Caving	%
4	Cycling – mountain bike riding &/or off-road “downhill”	%

4	Dirt Motorcycle Hire	%
4	Equipment Hire - ski gear (but excluding safety/climbing/scuba gear)	%
4	Outbound International Tours incorporating Class 4 activities	%
4	Ropes – Ropes course less than 1m in height	%
4	Snow – Alpine/Cross-country skiing, Boarding, Camping, Snow-mobile, &/or Sled tours	%
4	Water Skiing	%
4	White Water Canoeing/Kayaking/Rafting – up to & including Grade 3 only	%
5	Canyoning	%
5	Flying Fox	%
5	Outbound International Tours incorporating Class 5 activities	%
5	Parks – Tourist &/or Wildlife	%
5	Personal Water Craft – Jet Ski, Sea-doo &/or WaveRunner	%
5	Ropes – Ropes course more than 1m in height	%
5	Sandboarding	%
5	Segway Hire/Tours	%
5	Snow - Downhill Skiing	%
5	White Water Canoeing/Kayaking/Rafting – up to & including Grade 4 only	%
6	Equipment Hire – scuba gear (but excluding safety/climbing gear)	%
6	Outbound International Tours incorporating Class 6 activities	%
6	Parasailing	%
6	Parks – Motor Cycle Trail Riding	%
6	Quad Bikes	%
6	Scuba Diving	%
6	Trail Bike Tours	%
6	White Water Canoeing/Kayaking/Rafting – up to & including Grade 5 only	%
	Other – please specify	%

b) Please state your estimated gross annual turnover/income for all activities: \$

c) Please state your actual gross annual turnover for last financial year or past 12 months:\$

d) Are disclaimers signed by participants (or the parent/guardian for minors) before any activity/ies? YES NO
*Please **attach** a copy of your disclaimer.*

e) i. Do you have written maintenance/service & cleaning procedures & written log for your equipment? YES NO
 ii. Do you have a current Emergency Response &/or Disaster Recovery Plan? YES NO
 If NO, please explain why.

f) Please list the Adventure Activity Standards with which you comply.

- g) i. Are the premises fully compliant with & approved by the relevant regulatory authorities? YES NO
 ii. Are the operations of your business fully compliant with the relevant legislation &/or guidelines? YES NO
 If "NO", please specify the question & provide full details.

7. CARE, CUSTODY AND CONTROL

- a) What is the total value at all your locations of property owned by others in your care, custody or control? \$
 b) What is the maximum value of any one item? \$
 c) Please provide a brief description of the property:
 d) Is this property covered by a material damage or any other policy of insurance? YES NO
 If "YES", please provide full details including the insurer, policy type, policy number & policy period.

8. PROFESSIONAL INDEMNITY EXPOSURE

- Do you provide any advice, design or specification to third parties for:
 i. a fee? YES NO
 ii. no fee? YES NO
 If "YES", please provide full details:

9. CONTRACTUAL LIABILITY

- Do you assume liability under contract or hold others harmless (other than lease liability)? YES NO
 If "YES", please provide full details and attach copies of all applicable agreements (other than leases).

10. CLAIMS AND/OR LOSS EXPERIENCE

- a) After investigation, are there any circumstances for which you in the past 7 years:
 i. Were fined or required to pay a penalty? YES NO
 ii. Could be required to pay a fine or penalty? YES NO
 b) After investigation, have any Principals or staff members ever been subject to disciplinary proceedings for professional misconduct? YES NO
 If "YES" to 11.a) or 11. b), please provide full details:

- c) After investigation, have there been any claims &/or uninsured losses, &/or circumstances of which could give rise to a claim? YES NO
- If "YES", please complete the table below:

Date of Loss	Details of the claim/loss or circumstance (incl. the cause, the activity, & when it was reported)	If a claim, is it Open or Closed?	Incurred Loss (i.e. Amount Paid and Outstanding)	Excess
/ /		Open Closed	\$	\$
/ /		Open Closed	\$	\$
/ /		Open Closed	\$	\$

11. PREVIOUS INSURANCE HISTORY

Have you ever had any:

- | | | |
|--|-----|----|
| a) Insurance declined or cancelled? | YES | NO |
| b) Renewal refused? | YES | NO |
| c) Special conditions imposed on your insurance? | YES | NO |
| d) Increased excess imposed on your insurance? | YES | NO |
| e) Claims denied for this class of insurance? | YES | NO |
| f) Criminal charges &/or convictions? | YES | NO |
| g) Financial trouble resulting in an administrator being appointed &/or being declared bankrupt? | YES | NO |

If "YES" to any of the above, please provide full details.

12. DECLARATION

I/We

- a) declare that:
- I/we have read and understood the clauses detailed under the Important Notices section at the front of this Proposal;
 - the answers and information given by me/us in this Proposal are true and correct in all respects;
 - no information has been withheld that would affect the underwriter's decision to accept this Proposal;
 - 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;
- b) authorise the Underwriters 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 Policy and not necessarily what I have elected on this Proposal.
- d) acknowledge that the underwriters and their agents reserve the right to decline this Proposal.
- e) acknowledge that this policy and Underwriters are bound by any sanctions list (including associated legislation) generated in Australia, US, EU and/or UK.

Proposer's Signature:

Date: / /

Proposer's Title: