



**PUBLIC LIABILITY/PROFESSIONAL INDEMNITY PROPOSAL FORM FOR PROVIDERS**

**Please ensure you have read & understood the Important Notices on Page 3**

**Note:** This proposal is **NOT** for commercial operators but is for Individual Providers

**PLEASE COMPLETE THIS SECTION FOR PUBLIC LIABILITY**

1. Name of Insured/Proposer.....
2. Is the Business Incorporated Yes No
3. Phone (Pri)..... (Bus)..... Fax.....  
 Email..... Internet.....
4. Address..... Postcode.....
5. Location where activities are undertaken.....
6. Sports coached by the Insured/Proposer.....
7. Does the Insured/Proposer *(If yes, please give full details)*
  - a) Coach from home premises Yes  No  .....
  - b) Own a coaching facility Yes  No  .....
  - c) Own the equipment used Yes  No  .....
  - d) Hire out the equipment Yes  No  .....
  - e) Sell goods to the public Yes  No  .....
8. Has the Insured/Proposer entered into any Contractual agreements Yes  No   
*If yes please give full details*.....
9. Please provide details of
  - a) The number of students taught each week.....
  - b) The number of hours spent coaching each week.....
  - c) The number of sessions per week.....
  - d) The maximum coach to student ratio at any one time.....
  - e) Duration of each session.....
  - f) Ages of the students taught.....
  - g) Any overnight camps conducted.....
  - h) School Holiday Clinics.....
10. Credit card details  
 Credit card number: \_\_\_\_\_ Expiry Date: \_\_\_\_ / \_\_\_\_

**PUBLIC LIABILITY SECTION Continued**

- 11. Limit of Liability required by the Insured/Proposer - \$10,000,000  
\$1,000,000 Professional Indemnity automatically included.
- 12. The insurance commences on acceptance of this application and is valid for a period of 12 months, expiring at 4 pm on the last day.

**PLEASE COMPLETE THIS SECTION FOR PROFESSIONAL INDEMNITY**

- 13. Please provide details of qualifications held by the Insured/Proposer including dates received and from whom  
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**PREVIOUS AND PENDING CLAIMS**

- 14. a) Have any claims for Public Liability or Professional Indemnity been made against the Insured/Proposer or anyone associated with the Insured/Proposer in the last five (5) years Yes  No
- b) Have there been any incidents in the last five (5) years that may result in claims against the Insured/Proposer (whether Insured/Proposer was insured or not) Yes  No

***If you have answered yes to any of the above please complete the following***

Year..... No of incidents..... No of Claims made..... Amount Settled \$.....  
Amounts Outstanding \$..... Description of the Incident.....  
.....

- c) Has any Insurer ever declined, refused to renew or has imposed special terms and conditions to any application, renewal or policy held by the Insured/Proposer Yes  No   
*If yes please supply details*.....

- 15. Has the Insured/Proposer incurred any criminal convictions in the last five (5) years? Yes  No   
If "yes" please provide details.....  
.....  
.....

- 16. Has the Insured/Proposer ever been declared/adjudged bankrupt? Yes  No   
If "yes" please provide details.....  
.....  
.....

# IMPORTANT NOTICES

PLEASE TAKE NOTICE OF THE FOLLOWING STATEMENTS PURSUANT TO PROVISIONS OF THE INSURANCE CONTRACTS ACT 1984.

## UTMOST GOOD FAITH

This insurance is a contract based on the utmost good faith requiring Underwriters and the Insured/Proposer(s) to act towards each other with the utmost good faith in respect of any matter relating to this insurance.

## LIABILITY ASSUMED UNDER AGREEMENT

Cover provided by this form of liability insurance does not cover liability which you have agreed to accept unless you would have been so liable in the absence of such agreement.

## CLAIMS MADE

The Professional Indemnity in this proposal is a claims made insurance contract, i.e., it only covers claims made against you and notified to Underwriters during the period of insurance. However, provided you give Underwriters notice in writing of any facts that might give rise to a claim against you, as soon as reasonably practicable after you become aware of those facts and before the expiry date of this insurance, then this insurance will respond, notwithstanding the fact that no claim has actually been made against you prior to the expiry date.

## AVERAGE PROVISION

One of the insuring provisions of the Professional Indemnity Insurance Policy provides that where the amount required to dispose of a claim exceeds the Limit of Liability in the policy Underwriters shall be liable only for a part of the total costs and expenses which shall be the same proportion of the total expenses as the policy limit bears to the total amount required to dispose of the claim.

## YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with Underwriters, you have a duty, under the Insurance Contracts Act 1984, to disclose to Underwriters every matter that you know, or could reasonably be expected to know, is relevant to Underwriters' 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 Underwriters before you renew, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of a matter;

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

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

## NON-DISCLOSURE

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

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## THIS DECLARATION MUST BE COMPLETED IN ALL CASES

### DECLARATION

For and on behalf of the Insured/Proposer I represent that the above statements and facts are true and that no material facts have been suppressed or mis-stated. I understand that completion of this form does not bind coverage. The Insured/Proposer's acceptance of the company's quotation and the company's acceptance of the Insured/Proposer's proposal is required before cover may be bound and the policy issued.

I further declare that on behalf of the Insured/Proposer I:

- have either completed all the questions on this form personally or they have been completed by somebody else on my behalf and the answers have been checked for fullness and accuracy by me.
- am a duly authorized officer of the Insured/Proposer applying for insurance for the purpose of completing this application.
- have read and understood the information concerning, the duty of disclosure, average provisions, utmost good faith and all other important notices.
- agree on behalf of the Insured/Proposer to Sportscover obtaining from the Insured/Proposer's previous insurer(s) any information it may need about prior claims or insurance history.
- agree to Sportscover making enquires from any third party to verify claims history and other information disclosed herein or statements made by the Insured/Proposer or its representatives in making this application.
- agree to Sportscover disclosing to any insurance intermediary appointed by the Insured/Proposer or to any former or future insurer of the Insured/Proposer's the claims history or any other information as may be determined.

**FULL NAME:**.....

**Signature of Applicant:**..... **Dated:**.....