

CAR AND MOTORCYCLE CLUB QUESTIONNAIRE

Before you fill out this form, please review the Important Information and Collection Statement located at the back of this form.

THE APPLICANT(S)			
Name of Club in Full including Legal Status:			
ABN		Registered Business	<input type="checkbox"/> YES <input type="checkbox"/> NO
Contact Name:		Contact's Position	
Postal Address:			
State:		Post Code	
E-mail Address:		Website Address	
Association Affiliation:			
Period of Insurance	From		To at 4.p.m
OFFICE BEARERS AND VOLUNTEERS			
Please provide details of all Office Bearers:			
Names of Office Bearers	Position Held	Date Appointed	
Number of voluntary workers during the course of a year:			
How often do voluntary workers provide services:			
Maximum number of voluntary workers together at any one time:			
INDEMNITY LIMIT – PUBLIC & PRODUCTS LIABILITY			
Limit of Indemnity required:			
Option 1 – \$10,000,00 <input type="checkbox"/>		Option 2 - \$20,000,000 <input type="checkbox"/>	
Scrutineering Extension required			<input type="checkbox"/> YES <input type="checkbox"/> NO

DETAILS OF CLUB / PREMISES

1. Please provide your Club's annual income:		\$	
2. Please advise your Club's number of:			
Active Members:		Non-Active Members:	
Note: An Active Member is defined as: Any Club Member who participates in one or more officially sanctioned events or activities organised by the insured and Voluntary Workers whilst engaged in authorized work by the Club during the period of insurance.			
Are the number of Family Memberships included within Participating Members:			<input type="checkbox"/> YES <input type="checkbox"/> NO
3. Please indicate your Club's activities planned (including the number of) during the next policy period and detail others not shown below. If insufficient space is provided, please attach additional information.			
General Meetings	<input type="checkbox"/>	Approx. No:	
Static Displays	<input type="checkbox"/>	Approx. No:	
Club Picnics / Barbeques / Club Dinners	<input type="checkbox"/>	Approx. No:	
Other activities not listed above:			
4. Does your Club require cover for Rallies?			<input type="checkbox"/> YES <input type="checkbox"/> NO
5. Does your Club require cover for Swap Meetings?			<input type="checkbox"/> YES <input type="checkbox"/> NO
If YES, please advise: Number of Meets per year:		Average number of Stalls:	
6. Does your Club organise any events where the General Public are invited to attend for an admission fee? If "Yes", please give details.			
Approx. Number of Attendees at events:	Up to 500	<input type="checkbox"/>	1,001 – 2,500
	500 – 1,000	<input type="checkbox"/>	Over 2,500
7. Location of Premises occupied for the purpose of conducting your Club's activities			
	Owned	Leased	Rented
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Does your club have a permanent display or Museum			<input type="checkbox"/> YES <input type="checkbox"/> NO

9. Does your club conduct activities on Race Tracks	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p>If you Answered Yes:</p> <p>Please note that this Liability cover excludes any activities in relation to Motor Vehicle Racing, Practicing, Qualifying, Time or Speed Trials, Rallying, Hillclimbs, or Motor Khana.</p> <p>Marsh <i>may</i> be able to arrange cover for these activities under a separate policy or you should make enquiries with the Race Track proprietors to ascertain whether their Race Permit includes Public Liability Insurance.</p>	
10. Is your club licensed to sell alcohol?	<input type="checkbox"/> YES <input type="checkbox"/> NO
GENERAL INFORMATION:	
<p>1. Have you had any claims made against you for Personal Injury or Third Party Property Damage (whether insured or not)? If "Yes", please give details. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>	
<p>2. Has there been or is there now pending any claim against any proposed Insured Person, in their capacity as a director, officer, secretary, board or committee member of either the Club or any other company, organisation, association or trust? If "Yes", please give details. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>	
<p>3. Have you had any incident or accident occur which would have been covered by the proposed insurance policy, or do any circumstances exist that may give rise to a claim against any proposed Insured Person? If "Yes", please give details. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>	
<p>4. Have you had any insurance declined or cancelled, proposal rejected, renewal refused, claim rejected, special conditions or special excess imposed by an insurer? If "Yes", please give details. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>	
PLEASE INDICATE WHICH POLICIES YOU WISH TO PURCHASE:	
Public & Products Liability	<input type="checkbox"/> YES
Associations Liability	<input type="checkbox"/> YES
Volunteer Personal Accident	<input type="checkbox"/> YES
<p>* Please note that 'Associations Liability' and 'Volunteer Personal Accident' are not available if the Public and Products Liability policy is not purchased.</p>	

DECLARATION

I confirm that:

- in providing the information, I am aware of my duty of disclosure/ duty to take reasonable care not to make a misrepresentation to the Insurer, and I confirm that all of the information I have provided by way of this form is, to the best of my knowledge, complete and correct;
- I am authorised on behalf of the prospective Insured(s) to make this Declaration;
- I have read and understood the Important Information accompanying this Declaration;
- I understand that, until a contract of insurance is entered into, I am under a continuing obligation to immediately inform MARSH of any change to the information contained in this form; and
- I agree that all personal information I have provided by way of this form will be handled by Marsh in accordance with the Collection Statement at the back of this form.

Signature on behalf of Applicant	
Date:	
Name:	
Title:	

PLEASE RETURN VIA EMAIL

Email – sport@marsh.com.au

Phone – 1300 130 373

Post – PO Box H176, Australia Square NSW 1215

IMPORTANT INFORMATION

INSURANCE CONTRACTS ACT 1984 (CTH) DUTY OF UTMOST GOOD FAITH AND INTEGRITY AND CONSUMER INSURANCE CONTRACTS – DUTY TO TAKE REASONABLE CARE AND OTHER INSURANCE CONTRACTS – DUTY OF DISCLOSURE

All insureds owe the insurer a duty of utmost good faith and integrity in all dealings with the insurer. It is a reciprocal duty that applies to the insurer as well as to you, preventing either party from doing anything which is unfair or unreasonable in contravention of the duty. If you fail to act in accordance with the duty of utmost good faith then to the extent permitted by law, the insurer may refuse your claim, cancel your policy, or both.

The Act provides an additional duty as follows:

- if your insurance policy is obtained wholly or predominantly for the personal, domestic or household purposes (e.g. personal accident, sickness, travel, medical indemnity, consumer credit, personal and domestic property, home or car insurance and life); or your insurer has opted in to the contract being a consumer insurance contract (in accordance with the relevant rules) then your duty is set out below in the following Consumer Insurance Contracts – Your Duty to Take Reasonable Care Not to Make a Misrepresentation to the Insurer notice; and
- in all other situations, your duty is set out below in the Duty of Disclosure - Other Insurance Contracts

Consumer Insurance Contracts

Your Duty to Take Reasonable Care not to make a misrepresentation to the Insurer

What is the duty?

All persons who will be an insured covered by the insurance (referred to as you, your) have a legal duty to take reasonable care not to make a misrepresentation to the insurer.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. For example, a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

The insurer will not treat something as a misrepresentation merely because you failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Answering the insurer's and our Questions

Your answers to the insurer's and our questions help the insurer to decide whether to provide you with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering the insurer's and our questions:

- you must take reasonable care to make sure your answers are true, honest, up to date and complete in all respects. You may breach the duty if you answer without any care as to its truth or if you only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for you, the insurer will treat their answers as yours. In such a case you should check the questions have been answered correctly on your behalf by them.

When does the duty apply until?

This duty applies until the time the insurer agrees to issue you with insurance for the first time. It also applies where you are applying to renew, extend, vary or reinstate your insurance, up until the time the insurer agrees to this.

If you have made a statement and this changes before the end of the above relevant time you must tell us about this change before the time ends.

What happens if you breach the duty?

If you do not meet the duty, to the extent permitted by law, the insurer may reject or not fully, or only partly pay your claim. The insurer may also, or as an alternative, cancel your insurance or if the misrepresentation was fraudulent, treat it as if it never existed.

A misrepresentation made knowingly by you without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

How is it determined if there has been a breach of your duty?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether you have taken reasonable care not to make a misrepresentation:

- the type of this consumer insurance contract and its target market;
- explanatory material or publicity produced or authorised by the insurer e.g. advertising material;
- how clear, and how specific, were any questions asked by the insurer;
- how clearly the insurer communicated to you the importance of answering those questions and the possible consequences of failing to do so;
- whether or not an agent was acting for you; and
- whether the contract was a new contract or was being renewed, extended, varied or reinstated.

The insurer must also take account of any particular characteristics or circumstances about you which it was aware of, or ought reasonably to have been aware of.

GENERAL NOTICES

These notices apply to all policies

DUTY OF DISCLOSURE – OTHER INSURANCE CONTRACTS

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. You have a duty to tell us anything that you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

If we ask you questions that are relevant to the insurer's decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You do not need to tell us anything that reduces the risk insured, is common knowledge, the insurer knows or should know as an insurer or the insurer waives your duty to tell them about.

If you do not tell us something

If you do not tell us anything you are required to, the insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both. If your failure to tell us is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

DUTY OF DISCLOSURE - SUBSIDIARY AND ASSOCIATED COMPANIES

Cover which is arranged for subsidiary and/or associated companies in addition to named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

ESSENTIAL READING OF POLICY WORDING

We will provide you with a full copy of your policy as soon as it is received from the insurer.

It is essential that you read this document without delay and advise us in writing of any aspects which are not clear or where the cover does not meet with your requirements.

CHANGE OF RISK OR CIRCUMSTANCES

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any

- mergers or acquisitions,
- changes in occupation or location
- new products or services, or
- new overseas activities

Please contact us if you are in doubt as to whether to notify your insurer of a change in business operations.

Your duty to disclose applies also when you amend, alter, vary or endorse a policy.

HOLD HARMLESS AGREEMENTS, CONTRACTING OUT, REMOVAL OF SUBROGATION OF RIGHTS

You may prejudice your rights to a claim if, without prior agreement from your insurer, you make any agreement that could prevent the insurer from recovering the loss from a third party. These 'hold harmless' clauses are often found in leases, licences and contracts for maintenance, supply, construction and repair.

INSURING THE INTERESTS OF OTHER PARTIES

If you require the interest of another party to be covered by the policy, you MUST request this. Most policies will attempt to exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is expressly noted on the policy. This is not applicable to Professional Indemnity or Directors & Officers policies.

TARGET MARKET DETERMINATION (TMD)

If you are interested in the Target Market Determination for your retail policy(s) you can access this via our online portal which provides access to the insurer TMD by policy class at

GENERAL ADVICE WARNING

It is important that you understand and are satisfied with the policies we can arrange for you. Any recommendations we have made have been based on a consideration of the premium quoted and the scope of cover offered by an insurer. We can give you general information to help you decide but unless we have specified otherwise, we have not advised you on whether the terms are specifically appropriate for your individual objectives, financial situation or needs. We therefore recommend that you should carefully read the relevant Product Disclosure Statement and other information we provide before deciding.

SEVERAL LIABILITY

Where your policy cover is provided by more than one insurer it is important to note that each insurer is only responsible to the extent of their individual subscription and there is no obligation for that insurer to make up the shortfall of any other subscribing insurer in a claim or return premium payment.

NEW CLAIMS / UNREPORTED LOSSES

Any quotation we have obtained on your behalf is based on the understanding that there will be no deterioration in the claims experience between the date insurers quoted their terms and the inception date of the cover. If claims do occur during this period, insurers have the right to revise the terms quoted or even withdraw their quotation. Please let us know whether there are any losses which have occurred that have not been reported to us/insurers, whether you intend making a claim or not.

CONFIRMATION OF TRANSACTION

You may contact us by telephone or in writing to confirm any transaction under your policy, such as renewals and endorsements. If necessary, we will obtain the information for you from the insurer.

REFUND OF PREMIUMS

In the event of any refund premium being allowed for the cancellation or adjustment of this insurance policy, we reserve the right to retain all brokerage, fees and charges.

FINANCIAL SERVICES GUIDE (FSG)

Our FSG contains important information about us and the services we provide. The above hyperlink will take you to an electronic copy of the FSG which you can download. You should read it carefully and make sure you understand it. If there is anything in the FSG that you do not understand, please contact us. If you would prefer to receive the FSG in another way, please contact us.

REMUNERATION AND OTHER INCOME

Our principal remuneration for arranging insurance on your behalf is either by way of commission paid by the Insurer and/or a fee including a service fee and an administration fee to be paid by you. In the event of a mid-term broker appointment, we reserve the right to retain all commission, fees and charges. In addition to the above we, or any company within the Marsh Group of Companies may receive income from insurers including: interest earned on insurance monies passing through our bank accounts; profit commissions or profit shares paid by insurers on specific classes of business; administrative service fees or expense reimbursements for limited specific services we provide to insurers as part of the placing or claims process. We will disclose any potential conflict of interest not included above which may occur and affect our relationship.

CODE OF PRACTICE

Marsh Advantage Insurance is a member of the National Insurance Brokers Association (NIBA) and is bound by their Code of Practice (the Code) when acting as an agent of the insured. For more details on the standards we are required to follow under the Code, please refer to our webpage: (<https://www.marshadvantage.com.au/about-us/insurance-brokers-code-of-practice.html>).

When we are acting as an agent of the insurer, we are bound by the General Insurance Code of Practice.

EVENTS OCCURRING PRIOR TO COMMENCEMENT

Some policies provide cover on an 'occurrence' basis. Your attention is drawn to the fact that such policies do not provide indemnity in respect of events that occurred prior to commencement of the contract.

CLAIMS MADE DURING THE PERIOD OF INSURANCE

Where all or part of the policy provides cover on a claims made basis any claims first made against you AND reported to the insurer during the period of insurance are covered irrespective of when the act causing the claim occurred, subject to the provisions of the Prior and Pending Litigation Date stated in the Schedule.

Please note the effect of Section 40(3) of the Insurance Contracts Act 1984. If you become aware of facts that may give rise to a claim, and you give written notice to the insurer of those facts as soon as possible (and before the policy period expires), then the insurer may not deny liability for that claim, when made, solely because it was made after the expiry of the policy period.

For this reason, you must advise the insurer in writing of all incidents that may give rise to a claim against you without delay after such incidents come to your attention and prior to the policy's expiry date.

As such this policy will not provide indemnity for claims, or possible claims, notified after the policy expires.

RETROSPECTIVE COVER

Some policies do not provide cover in respect of claims arising out of acts committed prior to any 'Retroactive Date' specified in the policy wording unless you specifically request and obtain this cover. An additional premium may apply to any extension to the retroactive date.

BINDING AUTHORITY

This insurance is being effected under an authority to bind cover on behalf of the insurer and that in arranging this policy we are acting as agent for the insurer.

MARSH COLLECTION STATEMENT

In accordance with the *Privacy Act 1988* (Cth) and any subsequent amendments (the Privacy Act), we, Marsh Advantage Insurance Pty Ltd (31 081 358 303, AFSL 238 369) and our subsidiaries and related entities (Marsh) draw your attention to the following:

- We may collect personal information about you by means of the enclosed document.
- We are collecting the information principally for any of the following purposes (depending on your requirements):
 - approaching the (re)insurance market;
 - placing insurance or providing alternative coverage;
 - assessing and advising you on your insurance or coverage needs;
 - providing claims handling or risk management services;
 - providing you with information to you; and
 - administering payments to you.
- If you are proposing for or renewing insurance, the information you disclose within this document is required pursuant to your duty of disclosure under the Insurance Contracts Act 1984, the Marine Insurance Act 1909 or at common law.
- The information we collect may be disclosed to third parties including but not limited to: (re)insurers, insurance intermediaries, service providers, finance providers, advisers, agents and other entities within the Marsh McLennan group of companies.
- Your personal information may be sent to our administrative processing centers in Mumbai (India) or Kuala Lumpur (Malaysia). It may also be sent to: Bermuda, Brazil, China, Dubai, Hong Kong, Ireland, Japan, Singapore, South Korea, United Kingdom and the United States for the purposes of outsourcing Insurance Broking, Intermediary and Risk Advisory Services; and Canada, India, United Kingdom and the United States for the purposes of outsourcing Business Support Services (for example, IT systems administration and payment processing).
- If you provide us with personal information about other individuals, you must ensure that those persons have been made aware of the above matters. Where the information collected relates to health, criminal record or other sensitive information as defined in the Privacy Act, you must obtain it with the individual's consent.
- By providing this information, you agree to us collecting, using and disclosing your personal information as outlined in this Collection Statement.
- If you do not provide all or part of the information requested, we may be unable to process your application or claim or provide other required services.
- You have the right to request access to, and correct, any personal information that we hold about you, subject to the provisions of the Privacy Act.
- To assist us in maintaining correct records we ask you to inform us of any changes in your personal information provided as they occur.
- We will use and disclose your personal information in accordance with our Privacy Policy. Our Privacy Policy can be accessed on our website (<https://www.marshadvantage.com.au/privacy-policy.html>).
- For further information contact your account executive or our Privacy Officer at the following address:

Marsh Advantage Insurance Pty Ltd
Level 19, One International Towers,
100 Barangaroo Avenue,
Sydney NSW 2000
Email: privacy.australia@marsh.com
Phone: (02) 8864 7688

This insurance is arranged by Marsh Advantage Insurance Pty Ltd (ABN 31 081 358 303, AFSL 238 369) ('MAI'). MAI are not the insurer. This form contains general information, does not take into account your individual objectives, financial situation or needs and may not suit your personal circumstances. Any advice is general in nature only. For full details of the terms, conditions and limitations of the covers and before making any decision about whether to acquire a product, refer to the specific policy wordings and/or Product Disclosure Statements. Marsh cannot provide any assurance that insurance can be obtained for any particular client or for any particular risk.

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