

Part B: Proposal Form

Golf Club Management Liability Insurance

Completing the Proposal form

1. This application must be completed in full including all required attachments.
2. If more space is needed to answer a question, please attach a separate sheet with details.
3. The term Proposer, whenever used in this Proposal form shall mean the policyholder listed and all subsidiary companies of the policyholder for which coverage is proposed under this Proposal.
4. The terms policyholder and subsidiaries have the same meaning in this Proposal form as in the policy.

Claims Made Notice: Statutory Notice – Section 40 Insurance Contracts Act 1984 (Cth)

This notice is provided in connection with but does not form part of the requested policy.

The requested policy is a 'Claims Made' liability insurance policy, apart from Commercial Crime. It only provides cover if:

- A claim is made against an insured, by some other person, during the period when the policy is in force; and
- The claim arises out of circumstances committed, attempted or alleged to have been committed or attempted after the retroactive date stipulated in the schedule.

Section 40(3) of the Insurance Contracts Act 1984 (Cth) applies to this type of policy. That sub-section provides that if an insured becomes aware, during the period of insurance, of any fact or circumstance which might give rise to a claim against them by some other person, then provided that the insured notifies the insurer of the matter before this policy expires, the insurer may not refuse to indemnify merely because a claim resulting from the matter is not made against the insured while the policy is in force.

If an insured, inadvertently or otherwise, does not notify the relevant facts or circumstances to the insurer before the expiry of the policy, the insured will not have the benefit of section 40(3) and the insurer may refuse to pay any subsequent claim, notwithstanding that the events giving rise to it or the circumstances alleged in it may have taken place during the period of insurance.

If a claim is actually made against the insured by some other person during the period of insurance but is not notified to the insurer until after the policy has expired, the insurer may refuse to pay or may reduce its payment under the policy if it has suffered any financial prejudice as a result of the late notification.

ALL QUESTIONS MUST BE ATTEMPTED

Quotations will not be offered unless all questions are addressed and Section 7: Declaration is completed & executed in full

1. CLUB/INSURED INFORMATION

1.1 Full name of organisation to be insured including trading name/s (the business). Where the Applicant is a company, please give the name of the company and their subsidiaries requiring cover.

Address	State	Postcode
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Internet/Website Address

1.2 Describe comprehensively the Nature of Business activities/operations and professional activities including details of any advice given and/or services provided (including all subsidiary companies/controlled entities).

1.3 Is any change to the Nature of Business intended or being considered? If 'Yes', please provide details. Yes No

1.4 How long has the Proposer continuously carried on business?

1.5 Does the Proposer have any subsidiaries or operations outside Australia? If 'Yes', please provide details. Yes No

1.6 Type of organisation (public, private, statutory body, non-profit, other).

1.6.1 If privately owned please provide a full description of the ownership structure, use & attach a separate sheet if required.

1.6.2 If privately owned, does the Proposer engage in business activities other than the insured golf club / course? Yes No

If Yes, please describe:

2. EMPLOYMENT DETAILS

2.1 Please advise the total number of employees.	Full time	
	Part time	
	Volunteer or Work Experience Workers	
	Hired Labour (who performs work at the workplace)	
	Independent Contractors or Subcontractors	

2.2 Does the Proposer have a written grievance procedure which is communicated to all employees? Yes No

2.3 Has the Proposer completed or currently undergoing any employee layoffs, early retirements or redundancies or contemplating some in the prior or within the next two years? If 'Yes' please provide full details. Yes No

2.4 Does the Proposer have written harassment, bullying, discrimination policies that are known and understood by all directors and officers? Yes No

3. FINANCIAL DATA

3.1 To complete the below table you must source data from the last audited financial statements on record as well as the year prior.

	Last Audited Financial Year	Year Prior
Total Assets	\$	\$
Total Liabilities	\$	\$
Total Turnover	\$	\$
Total Net Assets	\$	\$
After Tax Profit (Loss)	\$	\$

3.2 Has the Proposer traded profitably for the past two full financial periods? Yes No

3.3 Do the directors or officers consider the Proposer including all subsidiaries/control entities to be solvent? Yes No

3.4 Is there any information which changes the financial position as detailed above which may materially affect the Proposers' ability to pay its debts as and when they fall due? If 'Yes' please provide full details. Yes No

4. CLAIMS INFORMATION

4.1 During the past 5 years has any director, officer and or employee of the club insured who is acting in a management or supervisory capacity with the club, ever been declared bankrupt, convicted of a criminal offence or disqualified as a director or officer? Yes No

4.2 Have any claims or circumstances including losses ever been made against or sustained by:

(i) any past or present Director, Officer or Employee?; or

(ii) the Proposer or its subsidiaries?, in relation to the following covers:

Please still complete even if an incident has been lodged with Victor Insurance.

Insured Persons Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No	Company Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No
Employment Practices Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No	Statutory Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commercial Crime	<input type="checkbox"/> Yes <input type="checkbox"/> No	Internet Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No

If 'Yes' to any of the above please provide details.

4.3 Are you aware of any circumstances which may give rise to a claim? Yes No

If Yes – please indicate the type of circumstance and provide details below

Insured Persons Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No	Company Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No
Employment Practices Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No	Statutory Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commercial Crime	<input type="checkbox"/> Yes <input type="checkbox"/> No	Internet Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No

4.4 Have you suffered any loss in the past 5 years resulting from the fraud or dishonesty of any employee or

If Yes – please provide description of incident below

5. THE CLUB

5.1 Do all new board members undertake governance induction training? If Yes, please describe Yes No

5.2 Do returning board members undertake any ongoing governance training? If Yes, please describe Yes No

5.3 Do you have a Safety Management System in place including risk register? If 'No', please advise how you comply with your obligations under the Work Health & Safety Act 2011? Yes No

5.4 Does the Proposer have a Human Resource / Personnel Department? If 'No', who performs the human resources functions? (Please provide details on what personnel are involved in performing human resources functions). Yes No

5.5 Does the Proposer publish an Employment Handbook? If 'Yes', Yes No

(a) Is it distributed to all employees? Yes No

(b) Is its receipt documented by all employees? Yes No

5.6 Computer security

(a) Are passwords used to afford varying levels of entry to the computer system depending on the need and authorisation of the user? Yes No

(b) Does the system force regular changes to user passwords? If 'Yes', how often? Yes No

(c) Is there an annual independent physical count of stock that is reconciled against inventory records? Yes No

5.7 Has there been any change, adverse or otherwise, in the financial position of the Proposer or any events which have occurred which are not detailed in the Annual Reports submitted, which may materially affect the risk? If 'Yes', please provide details. Yes No

5.8 Does the Proposer plan within the next 12 months any merger, acquisition, consolidation or tender offer involving the Proposer? If 'Yes', please provide details (including approval by the Board and submission to shareholders for approval). Yes No

5.9 Has the Proposer sold, acquired or merged with any company in the last 3 years? If 'Yes', please provide details. Yes No

5.10 Has the Proposer been the subject of any attempted takeover bid/offer in the last 3 years or is Proposer aware of any current proposals relating to its takeover by any other company? If 'Yes', please provide details. Yes No

5.11 Has the Proposer issued any prospectus in the last 3 years or publicly disclosed its intention to make any new public offering of securities within the next year? If 'Yes', please provide details. Yes No

6. INSURANCE DETAILS

6.1 Details of Management Liability insurance held during the last 3 years.

Insurer	Expiry date	Limit of Liability	Deductible	Premium (incl. GST)

6.2 Has any Insurer ever declined or refused to renew or imposed any restrictive conditions on any insurance of this nature? If 'Yes', please provide details. Yes No

6.3 For the purposes of calculating stamp duty and GST charges, please provide a breakdown of the number of employees and split of income of the Proposer in each of the following locations:

	NSW	VIC	QLD	SA	WA	TAS	NT	ACT	O/S
Staff									
Income	%	%	%	%	%	%	%	%	%

7. DECLARATION

This section must be executed by an authorised person of the insured. Signature, Date, Title and Club / Insured fields must be completed.

We declare that the statements and particulars in this Proposal are true and that no material facts have been misstated or suppressed after enquiry. We agree that this Proposal, together with any other information supplied shall form the basis of any contract of insurance effected thereon. We undertake to inform Victor Insurance of any material alteration of those facts occurring before completion of the contract of insurance. A material fact is one which would influence the acceptance or assessment of the risk. For and on behalf of all Insureds:

Signed _____ Date ____/____/____

Title _____ Club / Insured _____

Please enclose with this Proposal Form:

- Your latest audited Annual Report & Accounts or audited consolidated Financial Statement.
- Any other attachments which support your answers in this Proposal.

If you have answered 'No' to any question please provide details of what alternative control procedure you have in place. If the question is not applicable please indicate such and do not leave the answer blank.

Important Information

General Notices

INSURANCE CONTRACTS ACT 1984 (CTH) DUTY OF UTMOST GOOD FAITH 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.

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.

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 [Target Market Determinations \(marsh.com\)](https://www.marsh.com.au/target-market-determinations)

NSW Stamp Duty Exemption

From 1 January 2018, some small businesses with an aggregated annual turnover of less than \$2 million may be exempt from NSW stamp duty on commercial motor vehicle, commercial aviation, occupational indemnity or public/product liability insurance policies. (*aggregated turnover is your Australia wide annual turnover plus the annual turnover of any businesses that are your affiliates or are connected with you). To apply for an exemption or a refund please contact us for a copy of the 'NSW Insurance Duty - Small Business Exemption Declaration Form' if one has not been provided to you.

NEW CLAIMS / UNREPORTED LOSSES

Any quotation provided is based on the understanding that there will be no deterioration in the claims experience between the date of the quotation and the inception date of the cover. If claims do occur during this period, we have the right to revise the terms quoted or even withdraw our quotation.

COMPLAINTS NOTICE

What to do if you have a Complaint

- If you are dissatisfied with Victor Insurance's service in any way, contact Victor Insurance and Victor Insurance will attempt to resolve the matter in accordance with Victor Insurance's own internal dispute resolution procedure, a copy of which is available upon request. In the first instance, you should address any concern or complaint to the representative servicing your account. Alternatively, you may contact Victor Insurance's Complaints Officer on (03) 9603 2338 or email complaints.australia@marsh.com.
- If your representative is unable to resolve your complaint, or if you are dissatisfied with the response, it will be escalated to Victor Insurance's Complaints Officer to investigate and take appropriate action. You will be advised within 30 days of Victor Insurance's decision. If the matter is complex and a longer period is required, you will be informed.
- If you are not satisfied with Victor Insurance's final decision, you may be able to refer your complaint to the Australian Financial Complaints Authority (AFCA). AFCA's role is to assist consumers and small business resolve disputes with financial service providers, including trustees, their broker, or their insurance company. Third party motor vehicle claimants who are uninsured can also access AFCA.

If you have any query about whether your complaint can be handled within AFCA's rules or you wish to contact them, their contact details are:

Phone: 1800 931 678 (free call);

Email info@afca.org.au;

Online: www.afca.org.au; and

Mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria, 3001

PRIVACY NOTICE

Victor Insurance Pty Ltd (ABN 11 146 607 838) and our associated entities (we, our, us) value the privacy of your personal information and we are committed to handling your personal information in a responsible way in accordance with the Australian Privacy Principles (APPs) and the Privacy Act 1988 (Cth). Full details of how, when and from where we collect, hold, use and disclose personal information is available in our Privacy Policy located at <https://www.victorinsurance.com.au/privacy-policy>. Our Privacy Policy also contains information about how you may complain about a breach of the APPs and our complaint handling process.

In the course of performing our business activities including providing insurance and risk services such as arranging insurance policies and advising on Victor Insurance Pty Ltd ABN 11 146 607 838 (Victor Insurance) is an underwriting agency and an Authorised Representative (NO. 403803) of Marsh Pty Ltd ABN 86 004 651 512 AFS Licence No. 238983. Victor Insurance is a business of Marsh McLennan.



insurance options, reinsurance, managing claims or consulting on other risks for our clients and those of our associated entities, insurers and other insurance intermediaries we (and our authorised agents) may collect or disclose your personal information from or to other persons to the extent required to perform such activities, which may include:

- a person authorised by you;
- a third party such as your employer or the policyholder of a group insurance policy under which you are an insured;
- our employees, authorised representatives, associated entities and contractors and other business support service providers for the purposes of the operation of our business;
- insurers, reinsurers;
- other insurance intermediaries and premium funders;
- persons involved in claims such as solicitors, assessors, repairers, builders, investigators, your employer or medical practitioners and rehabilitation providers;
- suppliers and other third parties with whom we have commercial relationships for business, marketing and related purposes; or
- government bodies, regulators, ombudsmen and dispute resolution bodies such as the Australian Financial Complaints Authority, law enforcement agencies and any other parties where required or authorised by law.

We may also collect and disclose your personal information for other purposes as outlined in our Privacy Policy, which includes marketing activities. We will only use and disclose your personal information for a purpose permitted by law or that you would reasonably expect. We will request your consent for any other purpose.

When you give us personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes for which we use it, the types of third parties we disclose it to and how they can access it (as described in this notice). If it is sensitive information, we rely on you to have obtained their consent to these matters. If you have not done these things, you must tell us before you provide the relevant information.

If you do decide not to provide us with the information required we may not be able to provide a service or arrange a product.

Your personal information may be disclosed to our associated entities, service providers, insurers, reinsurers and other insurance intermediaries located in countries outside of Australia. The countries this information may be disclosed to will vary from time to time, but may include the United Kingdom, the United States, Canada, India and Malaysia for business support services and international insurance market hubs in Bermuda, Brazil, China, Dubai, Hong Kong, Ireland, Japan, Singapore, South Korea, United Kingdom, and the United States. We take reasonable steps to ensure that overseas recipients of your information do not breach the privacy obligations relating to your personal information.

By providing us with personal information you and any other person you provide personal information for, consent to us collecting, holding, using and disclosing any personal information including for the purposes explained and to the persons and authorised third parties identified. You may modify or withdraw your consent at any time by contacting our Privacy Officer (whose details are provided below). If you do not give us consent or subsequently modify or withdraw your consent, we may not be able to provide you with the products or services you want.

If you have any questions or comments in relation to Privacy or if you wish to access your personal information or update it please contact our Privacy Officer by:

Email – privacy.australia@marsh.com

Phone – (02) 8864 7688

Post – PO Box H176, Australia Square NSW 1215

Policy Specific Notices

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.

NOT A RENEWABLE CONTRACT

Where all or part of the policy provides cover on a claims made basis, this policy or part of the policy will terminate on the date indicated. We emphasise that such a policy is not a renewable contract. If you require similar insurance for any subsequent period, you will need to complete a new proposal so that terms of insurance and quotation/s can be prepared for your consideration prior to the termination of the current policy.

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.

VICTOR INSURANCE PTY LTD

Victor Insurance Pty Ltd ABN 11 146 607 838 (Victor Insurance) is an underwriting agency and Authorised Representative (No. 403803) of Marsh Pty Ltd (ABN 86 004 651 512, AFS Licence No. 238083) (Marsh). Victor Insurance is a subsidiary of Marsh, which is a business of Marsh McLennan.

This insurance is underwritten by Victor Insurance under an authority to bind cover on behalf of the insurer. In such capacity, they are acting solely as an agent of the applicable insurance company and are paid compensation by the insurance company for the services they perform as an underwriting manager. They receive commission paid to them by the insurer as a percentage of the insurance premium paid by you before stamp duty, fire services levy, GST and any other government charges, taxes, fees or levies. They will also receive from the insurer a share of the underwriting profits generated from the business introduced to the insurer. All commissions and fees include GST and are incorporated within the cost of the product.