

# Not-for-profit-Organisations Public and products liability insurance application form



## IMPORTANT INFORMATION

### Please read this first

#### Important notices

It is very important that You read the information below and are satisfied You understand it. Please ask Your broker or authorised Vero Insurance representative to explain anything about which You are unsure.

For the purposes of this application "You" means the person applying for insurance in this application or on whose behalf insurance is applied for. "Your" has a corresponding meaning.

"You" includes the directors, executive officers, employees and voluntary workers.

If more than one person or entity is to be insured, all questions apply to all persons and entities and the answers will be regarded as answers by all parties to this application.

"We," "Us" or "Vero" means AAI Limited ABN 48 005 297 807 trading as Vero Insurance.

#### Your 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.

#### Hold harmless agreements

You must not enter into any agreement or make any admissions that have the effect of excluding or limiting Your or Our right to recover damages from any other person without first obtaining Our written consent.

#### Participants exclusion

We will not be liable for claims in respect of;

- (a) Personal Injury to any person which arises directly or indirectly out of or caused by, through, or in connection with their participation in any capacity in:
  - (i) any sporting or recreational activity. This includes but is not limited to racing, gymnastics, martial arts, flying, gliding, ballooning, animal riding, motor cycle riding, carnival/amusement rides, organised tours, camping, hiking, rafting, skiing or caving; or
  - (ii) or attendance at any demonstration, rally, march, procession or parade.
- (b) damage to any property which is attributable to its use in any sporting or recreational activity, demonstration, rally, march, procession or parade.

PROVIDED that this Exclusion does not apply to claims in respect of Personal Injury to a spectator at a sporting or recreational activity.

#### Voluntary workers

This policy does not cover Your liability for Personal Injury to Volunteers or Voluntary workers. The policy does cover claims made by third parties for Personal Injury or Property Damage caused by Voluntary Workers subject to the terms and conditions of the policy.

The definition of Volunteer or Voluntary Worker is as follows;

"Volunteer/Voluntary" Worker means any person engaged by You to perform work on Your behalf without fee, reward or remuneration whilst they are performing such work but this does not include a financial/paid-up member of Yours whilst engaged as a member in activities organised by You.

## Acceptance of this application

The insurance under this policy will not be in force until the completed Application Form has been received and the risk accepted by Us or Our agent. We reserve the right to decline any application.

## Goods and Services Tax

If You are entitled to an input tax credit for any portion of the premium for this policy or if Your entitlement to an input tax credit as disclosed to Us is incorrect or changes, then You must immediately let Us know in writing. You should also tell Us Your Australian Business Number (ABN).

## Privacy statement

AAI Limited trading as Vero Insurance is the insurer and issuer of your commercial insurance product, and is a member of the Suncorp Group, which we'll refer to simply as "the Group".

## Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable. We collect personal information so that we can:

- ▼ identify you and conduct appropriate checks;
- ▼ understand your requirements and provide you with a product or service;
- ▼ set up, administer and manage our products and services and systems, including the management and administration of underwriting and claims;
- ▼ assess and investigate any claims you make under one or more of our products;
- ▼ manage, train and develop our employees and representatives;
- ▼ manage complaints and disputes, and report to dispute resolution bodies; and
- ▼ get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

## What happens if you don't give us your personal information?

If we ask for your personal information and you don't give it to us, we may not be able to provide you with any, some, or all of the features of our products or services.

## How we handle your personal information

We collect your personal information directly from you and, in some cases, from other people or organisations. We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to you. They may also use your personal information to help them provide products and services to other customers, but they'll never disclose your personal information to another customer without your consent.

Under various laws we will be (or may be) authorised or required to collect your personal information. These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Income Tax Regulations 1936, Tax Administration Act 1953, Tax Administration Regulations 1976, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001, as those laws are amended and includes any associated regulations.

We will use and disclose your personal information for the purposes we collected it as well as purposes that are related, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- ▼ other companies within the Group and other trading divisions or departments within the same company (please see our Group Privacy Policy for a list of brands/companies);
- ▼ any of our Group joint ventures where authorised or required;
- ▼ customer, product, business or strategic research and development organisations;
- ▼ data warehouse, strategic learning organisations, data partners, analytic consultants;
- ▼ social media and other virtual communities and networks where people create, share or exchange information;
- ▼ publicly available sources of information;
- ▼ clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- ▼ a third party that we've contracted to provide financial services, financial products or administrative services – for example:
  - ▼ information technology providers,
  - ▼ administration or business management services, consultancy firms, auditors and business management consultants,
  - ▼ marketing agencies and other marketing service providers,
  - ▼ claims management service providers
  - ▼ print/mail/digital service providers, and
  - ▼ imaging and document management services;
- ▼ any intermediaries, including your agent, adviser, a broker, representative or person acting on your behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;
- ▼ a third party claimant or witnesses in a claim;
- ▼ accounting or finance professionals and advisers;

- ▼ government, statutory or regulatory bodies and enforcement bodies;
- ▼ policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder;
- ▼ in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- ▼ the Australian Financial Complaints Authority or any other external dispute resolution body;
- ▼ credit reporting agencies;
- ▼ other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;
- ▼ legal and any other professional advisers or consultants;
- ▼ hospitals and, medical, health or wellbeing professionals;
- ▼ debt collection agencies;
- ▼ any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, eg your mother.

We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons or organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

### **Overseas disclosure**

Sometimes, we need to provide your personal information to – or get personal information about you from – persons or organisations located overseas, for the same purposes as in 'Why do we collect personal information?'

The complete list of countries is contained in our Group Privacy Policy, which can be accessed at [www.vero.com.au/privacy](http://www.vero.com.au/privacy), or you can call us for a copy.

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

### **How to access and correct your personal information or make a complaint**

You have the right to access and correct your personal information held by us and you can find information about how to do this in the Suncorp Group Privacy Policy.

The Policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we'll deal with such a complaint. You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in **Contact Us**.

### **Contact us**

For more information about our privacy practices including accessing or correcting your personal information, making a complaint, or obtaining a list of overseas countries you can:

- ▼ Visit [www.vero.com.au/privacy](http://www.vero.com.au/privacy).
- ▼ Speak to us directly by phoning one of our Sales & Service Consultants on: 1300 888 073 or by
- ▼ Email us at [claims@vero.com.au](mailto:claims@vero.com.au)

Broker/Agent no:  
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Policy no:  
□□□□□□□□□□□□□□□□

**Not-for-profit organisations public and products liability insurance application form**

This policy will only be issued to eligible not-for-profit groups or associations (NFPO's). To be an eligible NFPO you must meet the following criteria, you must:

- 1. Be formed by a group of people with a community purpose that is lawful and is not carried on for the profit or gain of its individual members or owners; and
- 2. Provide a public benefit or serve a charitable purpose;
- 3. Support the social fabric of the community; and
- 4. Not be controlled by a business or government or semi-government sector; and
- 5. Not have an annual 'turnover' exceeding \$20,000,000.

'Turnover' means all revenue, receipts, fees, grants, subsidies, donations, gifts, subscriptions or any other types of funding received by the organisation.

Based on the above criteria are you an eligible NFPO? No  Yes

If you have answered NO to the above question, please discuss Your eligibility with Your broker or authorised Vero Insurance representative.

If you have answered Yes to the above question, please complete the application form below. All questions are to be answered. If there is insufficient space, please attach any additional information.

**Section 1 – Details of the organisation**

Full name of organisation to be covered

Postal address  
 State  Postcode

**Section 2 – Contact details**

Contact name

Telephone number ( )  Facsimile number ( )  Mobile

Email address

Web site address

**Section 3 – Period of insurance**

From  /  /  To  /  /  at 4:00pm

**Section 4 – Limits of liability**

What limits of liability do you want for public and products liability? Please place a tick (✓) in the appropriate box. \$5,000,000  \$10,000,000  \$15,000,000  \$20,000,000

If you require a limit of liability above \$20,000,000 please specify: \$

**Section 5 – Your organisation**

Fully describe your organisation (including subsidiaries):

Organisation's National/State/Peak body (if applicable):

Australian Business Number (ABN)

% of GST payable on your premium that you are entitled to claim as an input tax credit

 %

Is your organisation incorporated?

No

Yes

Note: As an unincorporated association legal liability may be imposed on the members personally.  
We recommend You seek legal advice regarding the benefits of incorporation.

Do You operate licensed premises?

No

Yes

How long have You been established?

 Years

Are any activities conducted overseas?

No

Yes

### Section 6 – Your activities

Describe all your organisation's activities/functions (current and planned) including but not limited to any fundraising activities. You should include activities that do not generate an income:

Do you engage in any of the following activities? If so, please place a tick (✓) in the box provided. To assist us to understand the nature of these activities (other than Excluded Activities for which no cover is provided) we may require You to complete a supplementary questionnaire.

- Accommodation e.g. short term, boarding houses, hostels, women's refuge, emergency accommodation, caravan park, holiday farms etc
- Aged care services/nursing home/respice care
- Boat slips, ramps or pontoons
- Camps – day and overnight
- Childcare services
- Construction/alterations/extensions/refurbishment exceeding \$5,000 annually
- Dry hire of plant or equipment
- Employment placement services/apprenticeships/traineeships
- Entertainment/shows/live performances
- Fete/fairs/festivals /markets (incl stall markets) > 500 attendees or 20 stalls<sup>1</sup>
- Functions/conventions/dances/Parties > 100 people<sup>1</sup>
- Health and fitness/wellbeing exercises and services
- Horse agistment
- Martial arts
- Parades/protest marches
- Playground ownership, operation, installation or maintenance
- Sporting/recreational facilities
- Sporting/recreational activities<sup>2</sup> (not mentioned elsewhere in this table)
- Sports and fitness training
- Swimming/water based recreational activities
- Watercraft repair and/or maintenance
- Youth programs/activities
- Excluded activities<sup>3</sup> – Watercraft > 8 metres, amusement rides, motor sports, railways, fireworks, wharves, live rock/pop concerts, swimming pool operators, carnivals, circuses, horse/pony clubs, rodeos, recreational parks, religious institutions, golf clubs, caving, discos, skateboard parks, extreme sports, short term events, demolition.

1 If You do not arrange, organise, plan, prepare, operate, run or provide the facilities for these activities, You are not required to tick the box i.e. if You simply take part in these events e.g. as a stallholder, You are not required to provide further information unless You require participation cover for sporting and recreational activities at these events.

2 "Sporting recreational activities" includes but is not limited to horse riding, camping, bushwalking/hiking, swimming, abseiling, flying, ball games, paintball, climbing, caving, skiing, white water rafting, canoeing, kayaking, mountain biking, motorcycle riding, base jumping, hang gliding, ballooning, rope courses and gymnastics.

3 "Excluded Activities" are those activities in respect of which We are unable to provide You with insurance cover. The list of activities is not complete and We will inform You at the time of quoting or before renewal of any other activity which You have disclosed to Us but for which We are unable to provide insurance cover.

**Section 7 – Location of organisation**

Please provide the following details for all properties owned and/or occupied by You: Please tick (✓)

Property address	Owned by You	Leased by You	Occupied by You	
1. <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>
2. <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>
3. <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>
4. <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>

Do You hire out or plan to hire out any properties (including vacant land) to third parties?

No  Yes  If Yes, please state:

Number of storeys

Fenced

No  Yes

Type of property e.g farm, commercial office, retail shop

Size of property in square metres

**Section 8 – Organisation’s people**

Number of paid employees

Number of members (including office bearers)

Number of office bearers

Full time	Part time
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

**Section 9 – Voluntary workers**

Number of voluntary workers

Average number of hours worked per voluntary worker each week

Equivalent number of full time paid employees




What are the main activities/functions performed by volunteers?

Note: Information regarding voluntary workers is needed to help Us in the overall assessment of the risk. Please see the important notices about voluntary workers at the front of this application form.

**Section 10 – Turnover**

Annual turnover:

\$

Turnover means all revenue, receipts, fees, grants, subsidies, donations, gifts, subscriptions or any other types of funding received by the organisation.

**Section 11 – Insurance history**

**Public/products liability insurance**

Insurer

Limit of liability

Expiry date

Annual premium

Please provide the public liability insurance history of Your organisation:

Has an insurer ever declined to offer you an insurance policy, or cancelled, refused renewal or restricted cover under your previous insurance policies?

No  Yes  If Yes, please provide details:

Have any public and products liability claims been made against You or incidents reported to You that may give rise to a claim in the last 5 years regardless of whether such claims were covered by insurance or not?

No  Yes  If Yes, please provide details of accident date, nature of injury or damage, amount paid, reserve if still outstanding:

In the last 5 years have you been or are you currently bankrupt, insolvent, under administration, in liquidation or in receivership?

No  Yes  If Yes, please provide details:

In the last 10 years have you been convicted of a criminal offence? (Other than spent convictions and a minor motor offence)

No  Yes  If Yes, please provide details:

**Section 12 – Risk management**

Describe the risk management procedures You have in place to identify, measure and prevent risks which may cause personal injury or property damage

### Section 13 – Hired labourers/contractors/sub-contractors

Do You engage hired labourers, contractors or any other persons to perform work on Your behalf or under Your control or supervision but who are not Your employees. This does not include persons engaged for the regular maintenance of Your premises and equipment where the value of such work does not exceed \$5,000?

No  Yes  If Yes, are You indemnified for all liabilities arising from the work carried out for You by such people? No  Yes

Note: You should answer 'No' to this question unless You have obtained a written promise from each of the persons or entities referred to in the above question that they will be responsible (and You won't be) for any loss suffered by, or caused by, these persons as a result of their engagement by You.

### Section 14 – Products

Do You design, manufacture, grow, extract, produce, process, assemble, construct, erect, install, repair, service, treat, sell, supply, re-supply or distribute any product in the course of Your activities. These will be referred to as 'Your Products'?

No  Yes  If Yes, please state:

Nature of Your products

Intended use of Your products

Estimated annual turnover from sale of Your products

Details of Your quality control procedures

### Section 15 – Property in your physical or legal control

The standard policy provides \$20,000 cover for Your liability for property not owned by You but in Your physical or legal control.

Do You require additional cover above the standard limit?

No  Yes  If Yes, please state:

What additional Limit of Liability do You require?

Nature of property not owned by You but in Your physical or legal control e.g. laptops, animals, electrical goods

If cover is only required for short term event, the duration and date of event e.g. 3 days from 18th to 21st March

Note: You do not need to disclose to Us premises which are leased or rented to You for the purpose of carrying on Your business. Where You are required in any lease or rental agreement to insure premises or other property You should arrange property or material damage insurance on this property.

### Section 16 – Participation

We may agree to extend the standard policy to cover claims in respect of Personal Injury arising from the participation in certain specified sport and recreational activities. If participation cover is granted by Us, the maximum sub-limit of liability available will be \$2million for all claims during any one period of insurance. An excess of \$1,000 will apply to each claim. An additional premium is payable for this policy extension.

This extension will not be available for extreme sports or high risk recreational activities.

In relation to NFPO's only, We will not regard the following as sporting or recreational activities:

- ▼ organised day bus tours by independent third party operators that hold public liability insurance
- ▼ organised day trips to doctors, theatres, shops, picnics (except participation in sporting games), museums, galleries, shows
- ▼ stage audience participation
- ▼ fashion parades, beauty contests
- ▼ ballroom, line or social dancing, card and board games, leatherwork, quilting, painting on canvas and fabric, art, woodcarving, handicraft, music and languages
- ▼ eisteddfod events (music, speech, drama and dance)
- ▼ theatrical performances other than where animals, weapons, pyrotechnics, stunts or acrobatics are involved
- ▼ spectating at a sporting or recreational activity.

Do You require Participation cover?

No  Yes  If Yes, please state:

The recreational or sporting activities for which participation cover is required

Age range of persons involved e.g 10 years to 21 years

Maximum number of persons involved at any one time

Normal frequency of recreational/sporting activities e.g daily, weekly, fortnightly

Annual turnover derived from recreational/sporting activities

\$

Are recreational or sporting activities conducted by qualified leaders/instructors

No

Yes

### Declaration

I/We acknowledge having been clearly informed of the nature and effect of My/Our Duty of Disclosure.

I/We declare that the information contained in this application is true and correct in every particular and that I/We have not withheld any material information and acknowledge that Vero Insurance will rely on this information in deciding whether to give cover and on what terms.

Where answers in this application are not in My/Our own handwriting, they have been checked by Me/Us and I/We certify they are correct.

By signing this application, I/We agree to Vero Insurance collecting, using and disclosing My/Our personal information, including sensitive and health information if applicable, in accordance with the Privacy Statement included in this document and the Vero Insurance Privacy Policy.

I/We will not be covered until Vero Insurance accepts this application.

Signature

Date

/ /

Official position within the organisation

### How to contact us

You may contact us by:

Telephone: 1300 886 975

Email us on: [nfpoqld@suncorp.com.au](mailto:nfpoqld@suncorp.com.au)

### Who we are

This insurance is issued by AAI Limited

ABN 48 005 297 807

Licence No. 230859

trading as Vero Insurance

GPO Box 2068, Adelaide SA 5001