

## 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"/> |  |  |
| <b>Scrutineering Extension required</b>                       |               |  |  | <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:       |                          |                          |  |
| <b>Note:</b> 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:              |                          | Show & Shines             | <input type="checkbox"/> | Approx. No:              |  |
| Static Displays  | <input type="checkbox"/> | Approx. No:              |                          | Touring Runs              | <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?<br>If "Yes", please give details.   |                          |                          |                          |                           |                          |                          |  |
|  |                          |                          |                          |                           |                          |                          |  |
| Approx. Number of Attendees at events:   |                          | Up to 500                | <input type="checkbox"/> | 1,001 – 2,500             | <input type="checkbox"/> |                          |  |
|  |                          | 500 – 1,000              | <input type="checkbox"/> | Over 2,500                | <input type="checkbox"/> |                          |  |
| 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 |
| <b>GENERAL INFORMATION:</b>  |  |
| <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. <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></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. <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></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. <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></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. <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p>   |  |
|  |  |
| <b>PLEASE INDICATE WHICH POLICIES YOU WISH TO PURCHASE:</b>  |  |
| <b>Public &amp; Products Liability</b>   | <input type="checkbox"/> YES                             |
| <b>Associations Liability</b>  | <input type="checkbox"/> YES                             |
| <b>Volunteer Personal Accident</b>   | <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](mailto:sport@marsh.com)

Phone – 1300 130 373

Post – PO Box H176, Australia Square NSW 1215

## IMPORTANT INFORMATION

### **Disclosure**

Your Duty of Disclosure – contracts of general insurance subject to the Insurance Contracts Act

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. You have this duty until the insurer agrees to insure you. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of matters:  
that diminish the risk to be undertaken by the insurer,  
that are of common knowledge,  
that your insurer knows or, in the ordinary course of its business, ought to know, or  
as to which compliance with your duty is waived by the insurer.

Your Duty of Disclosure – eligible contracts of insurance subject to the Insurance Contracts Act (i.e. a policy where one of the insureds is an individual and the contract is wholly one or more of the following types – motor vehicle, home buildings, home contents, accident and sickness, consumer credit and travel insurance)

### **When first entering into eligible contracts of insurance with a new insurer**

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. If the insurer asks you questions that are relevant to their decision to insure you and on what terms, you must tell them anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until the insurer agrees to insure you.

### **Non-Disclosure**

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim, or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Please note that your duty to disclose applies also when you amend, alter, vary or endorse a policy.

### **Your Duty of Disclosure – Other Contracts**

Please note that in relation to policies which are not governed by the Insurance Contracts Act 1984 such as marine insurance (other than marine inland transit insurance and pleasure craft insurance) and insurance required by statute, the insured still owes a duty of disclosure to the insurer.

This is a duty to disclose to the insurer before the contract is concluded, every material circumstance which is known to the insured. Every circumstance is material which would influence the judgment of a prudent insurer in fixing the premium or determining whether they will take the risk. The insurer may avoid the contract from inception if the insured fails to make such disclosure. In the case of insurance required by statute, such as compulsory third party motor vehicle insurance, the insurer may have rights of recovery against the insured in the event of misrepresentation, misstatement or non-disclosure.

### **Disclosure – Subsidiary & Associated Companies**

Your Duty of Disclosure - 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.

### **Utmost Good Faith**

Every insurance contract is subject to the doctrine of utmost good faith, which requires that parties to the contract should act toward each other honestly and fairly, avoiding any attempt to deceive in assuming and performing contractual obligations. Failure to do so on the part of the insured may permit the insurer to refuse to pay a claim or to cancel the policy or both.

### **Change of Risk or Circumstance**

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.

If you are in doubt as to whether to notify your insurer of a change in business operations, please consult Marsh. Please note that your duty to disclose applies also when you amend, alter, vary or endorse a policy.

### **Subrogation**

Some policies contain provisions that either exclude or reduce the insurer's liability for a claim if you waive or limit your rights to recover damages from another party in relation to any loss. You may prejudice your rights with regard to a claim if, without the prior agreement from your insurers, you make any agreement with a third party that will prevent the insurer from recovering the loss from that, or another party. If you have such agreements, we may be able to negotiate with the insurer to permit them and therefore we request you advise Marsh of their existence.

Examples of such agreements are the "hold harmless" clauses which are often found in leases, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts. If you are in doubt, please consult Marsh.

### **Un-named Parties**

Most policy conditions will exclude indemnity to other parties (eg. mortgagees, lessors, principals, etc.) unless their interest is properly noted on the policy. If you require the interest of a party other than the named insured to be covered, you must specifically request this.

### **Claims Made during the Period of Cover**

Coverage Section D (Miscellaneous Professional Indemnity Insurance) provides cover on a "claims made" basis. This means that 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 Policy Wording and 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.

### **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.

### **Events Occurring Prior to Commencement**

Coverage Sections A (Public Liability), B (Pollution Liability) and C (Products Liability) of the policy 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**

Some policies 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 or declaration so that terms of insurance and quotation/s can be prepared for your consideration prior to the termination of the current policy.

### **Underwriter Binding**

Some policies terminate on the date indicated. We emphasise that such a policy is not a renewable contract. If you require similar The insurer has given to us an authority to effect the contract of insurance with you as its agent and not yours.

### **Binders - What to do if you have a complaint?**

About AXA XL:

AXA XL is the P&C and Specialty Risk Division of AXA. We're known for solving complex risks for mid-sized companies, multinationals and even some inspirational individuals.

With speed, agility and a focus on the future we can offer more products, greater global reach, and the best talent in an agile and inclusive workspace, empowered to deliver top client service across all our lines of business - Property, Casualty, Professional and Financial Lines and Specialty.

With an innovative and flexible approach to risk solutions, we partner with those who move the world forward.

### **How can we help you?**

There are established procedures for dealing with complaints and disputes regarding your policy or claim. These services



are free to all policyholders and may be of assistance, should the need arise.

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please contact us using the details below, and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure.

Marsh Complaints Officer One International Towers Sydney,  
100 Barangaroo Avenue,  
Sydney NSW 2000  
[Complaints.australia@marsh.com](mailto:Complaints.australia@marsh.com)  
03 9603 2338

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days. Where we are unable to do so, our final decision will be provided to you within 30 calendar days of the date on which you first made the complaint.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA) at any time, and if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint. AFCA's contact details are as follows:

Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001  
Telephone: 1800 931 678 Web: [www.afca.org.au](http://www.afca.org.au) Email: [info@afca.org.au](mailto:info@afca.org.au)

Should you choose to refer your complaint to AFCA, you must do so within 2 years of our final decision.

### **Privacy Notice**

Marsh Advantage Insurance and the insurers that Marsh Advantage Insurance place your insurance with ("Insurer") are bound by the requirements of the Privacy Act 1988 as amended by the Privacy (Private Sector) Act 2000 ("the Act"), which sets standards on the collection, use, disclosure and handling of personal information.

Personal information is essentially information about individuals where the individual can be identified. It may include information such as your name, contact details, age, insurance history or financial details. Sensitive Information is a particular kind of personal information and includes information about an individual's health; racial or ethnic origins; membership of political, professional or trade associations; political opinions or philosophical or religious beliefs; criminal record; or sexual preferences. Marsh Advantage Insurance and your insurers disclose personal information to third parties both in Australia and overseas, where it is believed necessary for us to provide our services to the professional standard you expect. These parties may include (but are not limited to) insurers, reinsurers and other intermediaries. All parties may also disclose this information, as needed, to employers, health workers, investigators, lawyers, loss adjusters and to government departments if required by law to do so. Where practical, information will be collected from individuals directly, however sometimes it may be collected indirectly by way of a representative. When you give Marsh Advantage Insurance or your Insurer 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.

Where required you can access the personal information you provided to Marsh Advantage Insurance, and we can also facilitate you accessing the information supplied to your insurers through us by contacting:

The Privacy Officer  
Marsh Advantage Insurance PO Box H176  
Australia Square NSW 1215 Tel 02 8864 7688  
Email [privacy.australia@marsh.com](mailto:privacy.australia@marsh.com)



**Inadequate Space to Answer**

If there is inadequate space to answer our General Information or other questions or you need to disclose something to us because of your Duty of Disclosure, please attach a separate piece of paper to this application giving full details of additional information.

**Important Information**

This application does not bind the applicant nor the Insurer. Once cover is effected, this application will be attached to and become part of the policy and the insurance contract. The applicant agrees that if the information supplied of this application form changes between the date of this application and the time when the policy is issued, the applicant will immediately notify the Insurer of such changes.



## YOUR DUTY OF DISCLOSURE

Before The Insurance Contracts Act 1984 sets out certain duties you must understand before you enter into a contract of insurance with an insurer.

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 and your insurer 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.

You acknowledge that this duty is not limited to answering specific questions that may be asked by Marsh or the insurer.

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.

We will not be responsible for any consequences which may arise from delayed, inaccurate or incomplete information, or any misrepresentation made by you.

You do not need to tell us anything that: reduces the risk insured, or is common knowledge, or 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. If you are in any doubt as to the extent of the duty of disclosure, utmost good faith, or whether a piece of information ought to be disclosed, just contact your Marsh Advantage Insurance representative

| <b>General Underwriting Questions</b>  |                              |                             |
|--|------------------------------|-----------------------------|
| During the past 2 years have YOU or any other person to whom cover extends under this policy received any threats to life or property (private or business)?                               | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Are there any exceptional circumstances relating to the risk to be insured that you have not already told us about and that you know or should know may affect our decision to insure you? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

## 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](mailto: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.