



PUBLIC LIABILITY / PROFESSIONAL INDEMNITY PROPOSAL FORM FOR SWIMMING SCHOOLS

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

NOTE: This proposal is **NOT** for commercial Pool Owners or Lessees but is for Teachers and Coaches

PLEASE COMPLETE THIS SECTION FOR PUBLIC LIABILITY

- 1 Name of Insured/Proposer.....
- 2 Trading Name of Business.....
- 3 Is the Business Incorporated Yes No
- 4 Phone(Pri).....(Bus).....(Fax).....
E-mail.....Internet.....
- 5 AddressPostal code.....
- 6 Location where activities are undertaken.....
- 7 Sports Coached By the Insured/Proposer.....
- 8 Does The Insured / Proposer (if yes, give full details)
 - a) Coach From Home Premises Yes No
 - b) Own a Coaching Facility Yes No
 - c) Own Equipment Used Yes No
 - d) Hire out the Equipment Used Yes No
 - e) Sell Goods to the Public Yes No
- 9 Has the Insured / Proposer Entered into any Contractual Agreements Yes No
If yes, please give full details.....
- 10 Please Provide Details of
 - a) The number of Children Taught Each Week.....
 - b) The Number of Hours Spent Coaching Each Week.....
 - c) The Number of Sessions Per Week.....
 - d) Maximum Coach to Student Ratio at Any One Time.....
 - e) Duration of Each Session.....
 - f) Maximum Number Of Students Per Session.....
 - g) Standard Playing Level of Students Taught
 Beginner Club Level State Level National Level
 International Level
 - h) Ages of Students Taught.....
 - i) Any Overnight Camps Conducted.....
 - j) School Holidays Clinics.....



11 Limit of Liability Required by the Insured / Proposer

Public Liability

\$

Professional Indemnity

\$

12 Level of Teaching or Coaching Qualifications

NB :- Please attach CVs for all the coaches / instructors

Certificate Number: _____ Expiry Date: _____

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13 Period of Insurance Required:

From...../...../..... To...../...../.....

PREVIOUS AND PENDING CLAIMS

14 a) Have any claims for Public Liability or Professional Indemnity been made against the insured or the proposer / Insured or anyone associated with the Insured / Proposer in the last (5) years Yes No

b) Have there been any incidents in the last (5) years that may result in the claims against the Insured/Proposer (whether the Insured / Proposer was insured or not) Yes No

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

Year.....No of incidents.....No of claims made.....Amount settled \$.....

Amounts Outstanding \$..... Description of the incident.....

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c) Has any insurer declined, refused to renew or has imposed special terms and conditions to any application, renewal of a policy held by the Insured or Proposer Yes No

if yes supply details.....

15 Has the Insured / Proposer or any other coaches/instructors listed above incurred any criminal convictions in the last (5) years? Yes No

if "yes" provide full details

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16 Has the Insured / Proposer or any other coaches/instructors listed above declared/ adjudged bankrupt? Yes No

if "yes" provide full details

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UTMOST GOOD FAITH

This insurance is a contract based on Utmost Good Faith, requiring underwriters and the Insured / Proposer(s) to act towards each other with the Utmost Good Faith in respect of any matter relating to this insurance.

LIABILITY ASSUMED UNDER AGREEMENT

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

CLAIMS MADE

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

AVERAGE PROVISION

One of the insuring provision of the Professional Indemnity insurance policy provides that where the amount required to dispose of a claim exceeds the limit of liability in the policy underwriters shall be liable only for a part of the total cost and expenses which shall be the same proportion of the total expenses as the policy limit bears to the total amount required to dispose of the claim.

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of General Insurance with the underwriters, you have a duty, under the Insurance Act, to disclose to underwriters every matter that you know, or could reasonably be expected to know, is relevant to underwriters' decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose those matters to underwriters before you renew, vary or reinstate a contract of General Insurance.

Your duty however does not require disclosure of a matter;

- i.) That diminishes the risk to be undertaken by underwriter;
- ii.) That is common knowledge;
- iii.) That underwriter to know or, in the ordinary course of their business, ought to know;
- iv.) As to which compliance with your duty is waived by underwriters.

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

NON-DISCLOSURE

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

THIS DECLARATION MUST BE COMPLETED IN ALL CASES

DECLARATION

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

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

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

FULL NAME.....

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