



# Over 35's Rugby

2022 Renewal Declaration



**Gallagher**

Insurance | Risk Management | Consulting

## TEAM DETAILS

Team name

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Contact Name

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Postal Address

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Email

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Phone Number

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Affiliated Club

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**IMPORTANT: Please attach list of all Financial Club Members.**

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### No Claims Declaration

After making appropriate inquiries, We hereby declare that we are not aware of any claims or demands being made against us, or any circumstances that may give rise to a claim.

After making appropriate inquiries, We hereby declare that there have been no material changes to the information contained in the last dated proposal for this insurance.

Please advise if there has been any incidents that may give rise to a claim stemming from a breach of duty from umpiring, officiating, refereeing, training or coaching of your members by completing the below.

### Unreported Claims/Incident

Are there any incidents that could lead to a claim that have not been reported to us at this time? YES  NO

If YES, please advise updated details below:

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## IMPORTANT NOTICES

### Duty Not to Misrepresent

We rely on you to ensure that the information we receive is both accurate and complete. This is explained further in our [Financial Services Guide \(FSG\)](#), visit [www.ajg.com.au/policies-and-codes](http://www.ajg.com.au/policies-and-codes) which highlights the importance of your duty to disclose all information, and/or your duty to take reasonable care to not misrepresent, that may be relevant to an insurer's decision to insure you. If your circumstances have changed, or change during your policy period, it is important that you contact your broker immediately to ensure you will be covered should you need to make a claim.

### Your Duty of Disclosure

Before you enter into an insurance contract with an insurer, you have a duty under the Insurance Contracts Act 1984 to disclose information to the insurer. The Duty of Disclosure applies until the insurer agrees to insure you or renew your insurance. The Duty of Disclosure also applies before you extend, vary or reinstate your insurance.

If you are applying for or renewing insurance in relation to your motor vehicle, home building and/or contents, residential strata, travel, personal accident or sickness and/or consumer credit products, you must answer the specific questions asked by the insurer truthfully and accurately. In answering those questions, you must tell the insurer all information that's known to you and that a reasonable person would be expected to provide in answer to the questions.

At renewal, the insurer may ask you to advise it of any changes to something you have previously disclosed, or may give you a copy of the information you previously disclosed and ask you to advise the insurer if there has been a change. If you do not tell the insurer about a change, you will be taken to have told the insurer there is no change.

If you are applying for or renewing any other insurance, you must tell the insurer all information that is known to you that a reasonable person could be expected to know or that is relevant to the insurer's decision to insure you and on what terms. You do not need to tell the insurer anything:

- that reduces the risk it insures you for;
- is common knowledge;
- that the insurer knows or should know; or
- which the insurer waived your duty to tell it about.

### Non-Disclosure

If you fail to comply with your Duty of Disclosure, 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 comply with the Duty of Disclosure is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

If you are in doubt about whether or not a particular matter should be disclosed, please contact your Gallagher broker.

### People You Represent

You must make sure you explain the Duty of Disclosure to any person you represent when we arrange any insurance cover for you. Alternatively, you may ask any person you represent to contact us and we will explain their Duty of Disclosure to them directly.

## Claims Made Policies

Your attention is drawn to the fact that some policies provide cover on a "claims made" basis. This means that the policy responds to claims first made against you and notified to the insurer in writing during the period of insurance, provided that the originating act or omission occurred after the retroactive date. Where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts, but before the expiry of the period of insurance, the policy will, subject to its terms and conditions, provide cover even if that claim is made after the expiry of the period of insurance.

Directors' and Officers' Liability, Comprehensive Crime, Professional Indemnity, Civil Liability, Superannuation Trustees' Liability policies, Molestation sections and some other liability policies are written on a "Claims Made" basis.

As explained above, the Civil Liability & Management Liability sections of the policy do not provide cover for claims made after the expiry of the period of insurance cover provided by the Policy.

Section 40(3) of the Insurance Contracts Act 1984 however provides that an insurer is not relieved from liability under a contract of insurance in respect of a claim by reason only that the claim was made after the expiry of the period of insurance cover provided by the contract where the insured has given notice in writing to the insurer:

- of the facts that might give rise to a claim against the insured;
- as soon as was reasonably practicable after the insured became aware of those facts; and
- before the expiry of the period of insurance.

It is therefore important that you advise the insurer of any circumstances that could rise to a claim during the period of insurance to protect your position in case the circumstances give rise to a claim after the expiry of the period of insurance.

## Not a renewable contract

Cover under this policy will terminate on the date already advised to you or as indicated in the policy. We emphasise that the policy is NOT a renewable contract. If you wish to effect similar insurance for any subsequent period, it will be necessary for you to complete a new proposal prior to the termination of the current policy so that terms of insurance and quotation(s) can then be developed for your consideration.

## Privacy

Gallagher is committed to protecting your personal information in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth)

We may disclose personal information to:

- a state or federal authority;
  - an assessor or investigator (for the purpose of assessing or investigating your claims);
  - a lawyer or recovery agent (for the purpose of defending an action by a third party against you or for the purpose of recovering our costs);
  - another insurer or a reinsurer (for the purposes of seeking recovery from them or to assist them to assess insurance risks); and
  - other service providers (only for a purpose in connection with this insurance)
- Personal information may also be obtained about you from the above people or organisations. We will give you the opportunity to correct this personal information or obtain access to it.

We will provide our dispute resolution procedures to you in respect of any complaint you may have regarding your personal information.

You may request access to your personal information held by us. Our Privacy Statement is available on our website: [ajg.com.au](http://ajg.com.au)

## Financial Services Guide

Our Financial Services Guide (FSG) contains important information to help you decide whether to use the services we offer. It includes details about who we are, the services we can provide, the remuneration we and our representatives receive and our complaints process.

A copy of our FSG can be obtained on our website: [ajg.com.au](http://ajg.com.au)

## Terms of Business

Where we have provided a Terms of Business document to you please take the time to read it carefully as it sets out the basis on which we provide our services to you and outlines our limitation of liability to you.

## About Gallagher

As a global insurance, risk management and benefits consulting brokerage, Gallagher operates in more than 45 countries with an alliance of network partners in 150 countries. We make a difference by challenging conventional thinking and delivering unswerving commitment to claims advocacy and service excellence.

Visit [ajg.com.au](http://ajg.com.au) to find out more.

## DECLARATION

I represent that the following 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 company's acceptance of this proposal form is required before cover may be bound and the policy issued.

Furthermore, I:

1. 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.
2. Have read and understood the information concerning claims made cover, important notices and duty of disclosure.
3. Agree to the Insurer obtaining from my previous insurer(s) any information it may need about prior claims or insurance history.
4. Agree to the Insurer making enquiries from any third party to verify claims history and other information disclosed herein or statements made by myself in making this application.
5. Agree to the Insurer disclosing to any insurance intermediary appointed by myself or to any former or future insurer of myself the claims history or any other information as may be determined.

## PLEASE SIGN BELOW

Name (Please Print): \_\_\_\_\_  
Signature: \_\_\_\_\_ Position: \_\_\_\_\_ Date: / /

**NOTE:** Please attach any additional information that you wish to tell Your Insurer as part of Your Duty of Disclosure on a separate page.



**Gallagher**

Insurance | Risk Management | Consulting

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