



BASKETBALL STADIUM INSURANCE

- Property Insurance
- Personal Accident Sports Injury Insurance (Non Basketball)
- Public & Products Liability (Non Basketball)

QUOTATION FACT FINDER



H O R S E L L

**HORSELL INTERNATIONAL PTY LTD
INSURANCE BROKERS ADVISORS & MANAGERS**

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ABN 65 003 922 487 AFS LICENCE No 235130



Dear Basketball Australia Member,

In conjunction with Basketball Australia, Horsell International has arranged a National Insurance Program that is available to all affiliated states and territories.

This policy includes cover that relates specifically to basketball related activities. Full details on this program are available by visiting our website, www.horsell.com

If you own or manage a stadium then there are certain risks and other insurances that are not included in the Basketball Australia National Insurance Program but are available to you as an option via our office.

These include:-

- 1) **Property Insurance** – Cover for stadiums, contents and stock etc.
- 2) **Public & Products Liability** – If your stadium is involved in activities outside basketball.
- 3) **Personal Accident / Sports Injury Insurance** – If your stadium is involved in activities outside of basketball.

To enable us to provide you with a quotation we need you to complete the following fact finder and return to our office.

Should you need any assistance completing this document, please do not hesitate to contact our office.

Yours sincerely,

Rob Veale
Executive Director

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CONTACT DETAILS

INSURED
QUESTIONNAIRE COMPLETED BY	(your name)
POSITION / TITLE
PHONE:
FAX:
EMAIL:
MOBILE:

NOTE: PLEASE RETURN ORIGINAL OF THIS DOCUMENT TO:

Phil Scorer
Horsell International Pty Limited
P.O. Box N661
GROSVENOR PLACE NSW 1220

Fax:(02) 9247 1733
Email: pscorer@horsell.com

Should you require any assistance or clarification please do not hesitate to contact Phil on (02) 9247 1700 or toll free 1300 722 990.

GENERAL INFORMATION

It is **essential** that the following information be as complete and accurate as possible.

It is on this data underwriters will base their premium requirements; cover will be provided; and your duty of disclosure should be fulfilled.

Insured name/owner of property:

Are you a GST registered business? Yes No

What is your A.B.N?

What percentage of GST of your insurance premium do you claim as input tax credit?

Location(s) to be insured:

1)
 Street Suburb State

2)
 Street Suburb State

3)
 Street Suburb State

1) Do You:

Own the location Yes No

Occupy the location Yes No

Lease or hire the location to others Yes No

If Yes:

Only for Basketball Activities Yes No

If No:

Specify activities location used for

.....

.....

.....

.....

.....

Is there a mortgage on any of the properties? Yes No

Is there any other party required to be nominated on the policy? Yes No

If Yes:

Please specify

.....

.....

.....

CURRENT INSURANCE DETAILS

Name of current Insurance Broker

Expiry date of current insurance program

Policy Class (i.e Property Liability)	Name of Insurer	Total Premium Paid

PROPERTY INSURANCES

CURRENT INSURANCE VALUES

(Please specify the Sums Insured you require)

FIRE & PERILS

Building Sum Insured \$.....
 Leasehold Improvements \$.....
 Contents Sum Insured \$.....
 Stock Sum Insured \$.....
 Customers / Players / Visitors Goods \$.....
 Current Excess \$.....

BURGLARY INSURANCE

Contents Sum Insured \$.....
 Stock Sum Insured \$.....
 Customers / Players / Visitors Goods \$.....

BUSINESS INTERRUPTION

Gross Profit Sum Insured \$.....
 Additional Increased Cost of Working \$.....
 Claims Preparation Fees \$.....
 Dual Wages \$.....
 Indemnity Period 6, 12, 18, 24 mths
 (please circle)

MONEY

During Business Hrs \$.....
 Outside Business Hrs not in safe \$.....
 Outside Business Hrs in safe \$.....
 In Transit or Private Residence \$.....

GLASS INSURANCE

Internal/External Glass \$..... or Replacement Value

MACHINERY BREAKDOWN

Sum Insured any one claim \$.....

Please list all equipment to be insured:

	<u>Description</u>	<u>Age</u>	<u>HP</u>	<u>Sum Insured</u>
1)
2)
3)
4)
5)

ELECTRONIC BREAKDOWN

Sum Insured any one claim \$.....

Please list all equipment to be insured:

	<u>Description</u>	<u>Age</u>	<u>HP</u>	<u>Sum Insured</u>
1)
2)
3)
4)
5)

GENERAL PROPERTY

(Covers property Australia wide for Fire & Perils, Collision Damage & Theft from locked vehicle or premises).

Please list all items requiring cover:

<u>Description</u>	<u>Sum Insured</u>
.....
.....
.....
.....
.....

FIDELITY GUARANTEE

(Theft by employees)

Sum Insured \$.....
(any one claim / employee)

Please advise number of full time equivalent employees:

OTHER INSURANCE NOT MENTIONED ABOVE

..... \$.....
..... \$.....

CONSTRUCTION & SECURITY DETAILS

Please complete the following details for the location insured or if you are insuring the contents please answer the quotation below relating to the building to where the contents are stored.

Location	CONSTRUCTION					FIRE		
	Use	Floor	Walls	Roof	Age	Sprinkler	Fire Hydrants / Extinguisher	Smoke detector / alarms
1								
2								
3								

Location	SECURITY (please circle as appropriate)				
	Alarm	Door Security	Window Security	Is Property	Other Security Measures
1	Monitored Local No Alarm	Deadlocks Padlocks Standard Locks	Bars/Mesh Safety Glass No Windows Standard Glass	Fully Fenced	
2	Monitored Local No Alarm	Deadlocks Padlocks Standard Locks	Bars/Mesh Safety Glass No Windows Standard Glass	Fully Fenced	
3	Monitored Local No Alarm	Deadlocks Padlocks Standard Locks	Bars/Mesh Safety Glass No Windows Standard Glass	Fully Fenced	

Any Other Protection Measures

.....

Are there any properties adjoining the premises within 10 metres Yes No

If Yes:

Please advise the occupations of premises

.....

COURTS

How many basketball courts are in the premises

COOKING FACILITIES

Do you have any deep fryers etc? Yes No

If yes, how many and are they connected to a flue?

.....

PREVIOUS LOSS HISTORY

Have you made an insurance claim in the last 5 years? Yes No

If Yes, please provide details below

Date of Claim	Brief Description of Loss	Amount Paid	Insurer

PUBLIC & PRODUCTS LIABILITY

HIRING OUT OF FACILITIES

Do you hire out your property to other organisations / sports (i.e martial arts or indoor soccer etc)? Yes No

If yes, please advise to whom if they have their own liability insurance.

ACTIVITY	DO THEY HAVE LIABILITY INSURANCE?	
.....	<input type="checkbox"/> Yes	<input type="checkbox"/> No
.....	<input type="checkbox"/> Yes	<input type="checkbox"/> No
.....	<input type="checkbox"/> Yes	<input type="checkbox"/> No
.....	<input type="checkbox"/> Yes	<input type="checkbox"/> No

IN HOUSE ACTIVITIES

Do you run any activities / sports yourself at your location other than basketball (i.e in house netball competitions and volleyball games that are not part of a group association).

If yes, please list the activities and the number of teams or if this is not available then the number of participants.

Activity	No of Teams / Participants (Please indicate if number represents teams or participants).

TURNOVER

Please advise your annual turnover (what you estimate for the forthcoming 12 months).

1) Turnover relating to basketball activities	\$
2) Turnover relating to hiring out your facilities to others	\$
3) Turnover relating to in house activities other than basketball	\$
TOTAL	\$

WAGES

What is your total annual wage roll? \$

FOOD & DRINK

Are your premises licensed to sell alcohol Yes No

Apart from food and drink items do you sell any other products Yes No

If yes, please advise what products are sold and the estimated annual sales.

PRODUCT	ESTIMATED ANNUAL SALES
.....	\$
.....	\$
.....	\$
.....	\$

CHILD MINDING

Do you have any child minding facilities? Yes No

If yes, we will need you to complete a further questionnaire if you would like liability insurance to cover the child minding activities.

PREVIOUS LOSS HISTORY

Date of Claim	Brief Description of Loss	Amount Paid	Insurer

PERSONAL ACCIDENT / SPORTS INJURY INSURANCE

Do you run in house activities / sports other than basketball that you would like to cover for Personal Accident / Injury?

Yes No

If yes, please advise the name of the activity / sport and the number of teams or if this is not possible the number of participants.

Name of Activity / Sport	No of Teams / Participants (Please indicate if number represents teams or participants).

Do you have Personal Accident / Sports Injury Insurance currently?

Yes No

If yes, please advise the current benefits and limits.

Benefit	Limit \$
Capital Benefits	
Non Medicare Medical	Amount per injury \$..... Excess \$.....
Loss of Income	Weekly Benefit Benefit Period Excess
Parents Inconvenience Allowance	

PREVIOUS LOSS HISTORY

Date of Claim	Brief Description of Loss	Amount Paid	Insurer



SUMMARY OF LIABILITY COVER FOR STADIUMS

The Basketball Australia National Public/Products Liability Insurance policy embraces all Affiliated Associations, Leagues and Clubs of Basketball Australia and it's State Associations.

The policy provides property owners/occupiers liability for all locations, including stadiums that are owned, occupied, leased, hired or used in respect of basketball activities. It **does not** cover activities falling outside of basketball. If you would like to have activities other than Basketball covered we ask that you contact Horsell International. If these activities can be endorsed onto the policy an additional premium may apply. If you are in doubt please contact Horsell International to confirm if the activity is covered.

For Stadiums owned by the State Association or it's Affiliated Associations, Leagues and Clubs

Property Owners and occupiers liability is provided to the entity above. As the stadium owner, the entity has a duty of care to ensure the stadium is safe, such as the roof does not leak water onto the court, which has the potential to cause personal injury to a player. As the occupier it also has a duty of care, such as to check the court surface is safe to play on and if there is water on the court, to remove the danger. In both cases this duty of care extends to players, coaches, referees, spectators and other members of the public. The policy provides this cover, but only to the extent that the stadium is used for basketball activities.

Example: The stadium is hired to a school who use the stadium to play a school basketball competition. The stadium owner is covered for its liability as the owner. The school should hold their own Public Liability policy to cover its liability and its policy should contain a principal extension protecting the Stadium Owner in the event they are dragged into an action arising out of the negligence of the school.

If however, the school hires the stadium for a concert, the stadium owner is not covered as this falls outside of basketball activities. Please contact Horsell International if this situation arises, cover may be able to be extended.

For Stadiums not owned, however leased hired or used by the State Association or it's Affiliated Associations, Leagues and Clubs

Property occupier's liability is provided to the entities above for their liability which include:

- Liability to the owner under common law, such as damage to the stadiums caused by negligence
- Liability to the owner under lease or agreement which goes above common law (contractual liability). The policy does not cover this contractual liability, unless the liability would have existed without the presence of the lease/agreement. Should you sign an agreement/lease extending your liability above the common law position, you need to notify Horsell International and provide a copy of the lease so a review can be conducted and advice provided.
- Duty of care to players, coaches, referees, spectators and other members of the public as noted in the stadium owner section.

The policy provides this cover, but only to the extent that the stadium is used for basketball activities.

Generally, when a stadium is leased or provided for your exclusive use, you may be responsible for your liability as the occupier on a 24 hour basis. Where you hire the use of a stadium for a particular period (such as playing of a organised match) then your liability will generally only exist during the hire period. The policy provides the cover for both these situations.

Recommendations

- When hiring the stadium to another party you should request proof they hold Public Liability insurance with a principal's indemnity extension. The minimum limit acceptable should be no less than \$10Million any one claim.
- All leases/contracts should be reviewed to identify and contractual liability exposure. Horsell International will review all contracts provided.

DUTIES OF DISCLOSURE

To ensure protection you have various duties both before you enter into a new insurance contract or whenever your risk changes. Failure to observe these duties could lead to the rejection or diminution of an otherwise proper claim.

Insurance Contracts Act 1984

The law relating to insurance was amended by the Insurance Contracts Act 1984.

By virtue of this legislation we are obliged to advise you of certain duties and limitations which apply to the policy(ies). The following statements pertaining to disclosure and non-disclosure are in the form as prescribed in the Regulations insofar as they concern Contracts of General Insurance.

The words "before you enter into a contract of insurance" hereunder include:

- the initial contract
- an interim contract of insurance such as a placing slip or cover note
- the making of an agreement by the parties to a contract of insurance to renew, extend or vary that contract
- the reinstatement of a previous insurance

The Duty of Disclosure

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 the same duty to disclose those matters to the insurer before you renew, extend or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his 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.

N.B. The disclosure is especially important in matters relating to the physical risk, past claims, cancellations of insurance covers, the imposition of increased premiums etc. and any matters that might affect the acceptance of the risk (such as insolvency or criminal convictions).

Your duty of disclosure must be taken seriously as it may affect your right to claim. Disclosure is not limited to matters applying to the insured named in the policy but includes other past businesses or private insurances.

The Average Clause (under insurance)

Many policies contain a Co-insurance (or average) provision whereby you may be required to bear a rateable proportion of the loss in the event that the sum insured is less than the value of the insured property at the commencement of the insurance. Sums insured should be such as to ensure you are not penalised by this provision.

Hold Harmless Agreements Contracting Out Removal of Subrogation Rights

You will prejudice your rights of a claim if, without prior agreement from your insurer, you make any agreement that may prevent the insurer from recovering the loss from a third party.

These "hold harmless" clauses are often found in leases, in maintenance or supply contracts (eg. from burglar alarm or fire protection installers), building or repair contracts and sales agreements. If you are in doubt consult us.

This notification requirement applies to all Property insurances and also to Public Liability insurance. It has a special connotation in Products Liability where you must not without the insurer's agreement, indemnify or hold a supplier harmless.

Insuring the Interest of Other Parties

If you require the interest of any additional parties to be covered you MUST request this. Most policy conditions will exclude indemnity to other parties (eg. mortgagees, lessors, principals etc.) unless their interest is properly noted on the policy.

Utmost Good Faith

Insurance contracts are subject to the doctrine of Utmost Good Faith and this is part of the Law.

Utmost Good Faith must be strictly adhered to by both parties and if you fail to do so, you may prejudice any claim.

Change of Risk or Circumstances

It is our duty as Brokers to give you sound professional advice, but that advice can only be sound and valid if we are kept properly informed of changes and developments to your business or circumstances.

It is imperative you advise us of location changes, of new business activities, radical departure from your normal form of business or change in products as such have a tremendous bearing on the adequacy of your insurance program. Your insurers have assessed and accepted your risks on the basis of information given - any variation of those details could lead to an uninsured loss if they are not disclosed.

PRIVACY STATEMENT

Our Privacy Policy

We are governed by the Federal Privacy Act and its National Privacy Principles (NPP's), which set out standards for collection, use, disclosure and handling of personal information.

Personal information is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion (e.g. a name and address).

Our Privacy Policy applies to any personal information we collect, use or disclose after 21 December 2001. It does not apply to our employee records.

How and why we collect personal information

We collect personal information either directly from the relevant individuals or indirectly from third parties. For example, our clients may not only provide us with information on themselves for the purpose of obtaining our services but also on others who they represent. We may also obtain personal information from past insurers, witnesses to claims, health care workers and publicly available sources etc.

We collect personal information to be able to perform and provide our various services. These include insurance broking, claims management, risk consulting, and other forms of risk and insurance services.

We also use it to help develop and identify products and services that may interest clients, conduct market or customer satisfaction research, develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of our respective products and services. For more information on our services please contact us.

How we use and disclose personal information

We do not use or disclose personal information for any purpose that is unrelated to our services and that you would not reasonably expect (except with your consent). We have a duty to maintain the confidentiality of our clients' affairs, including personal information.

Our duty of confidentiality applies except where disclosure of your personal information is with your consent or compelled by law. We usually disclose personal information to third parties who assist us or are involved in the provision of our services.

For example, in arranging and managing your risk and insurance needs we may provide information to insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, our advisers such as loss adjustors, lawyers and accountants, and others involved in the claims handling and risk management processes.

We take reasonable steps to ensure that your personal information is accurate, complete and up-to-date whenever we collect or use or disclose it. If the required personal information is not provided, we or any involved third parties may not be able to provide appropriate services.

What we expect of you and third parties we deal with

When you provide us with 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 we use it for, the types of third parties we disclose it to and how they can assess it (as described in this document). If it is sensitive information we rely on you to have obtained their consent to the above. If you have not done either of these things, you must tell us before you provide the relevant information.

If we give you personal information, you and your representatives must only use it for the purposes we agreed to. Where relevant, you must meet the requirements of the National Privacy Principles set out in the Privacy Act 1988, when collecting, using, disclosing and handling personal information on our behalf; You must also ensure that your agents, employees and contractors meet the above requirements.

If we give you personal information, you and your representatives must only use it for the purposes we agreed to. Where relevant, you must meet the requirements of the National Privacy Principles set out in the Privacy Act 1988, when collecting, using, disclosing and handling personal information on our behalf; You must also ensure that your agents, employees and contractors meet the above requirements.

Security of your personal information

We endeavour to protect any personal information that we hold from misuse and loss, and to protect it from unauthorised access, modification and disclosure.

Transfer of information overseas

We may transfer your personal information overseas where such is necessary for us to provide our service. For example, we sometimes use the Internet to collect and process information. In addition, some insurers or reinsurers are based overseas and we need to provide your personal information to them to arrange your cover.

Opting out

If we send you any information about services or products, or you do not want us to disclose your personal information to any other organisation (including related bodies corporate) you can opt out by advising in writing.

How to contact us

If you wish to gain access to your personal information, or you want us to correct or update it, or you have a complaint about a breach of your privacy, or any other query relating to our Privacy Policy, contact our Privacy Officer during business hours on:

Telephone: (61 2) 9247 1700
Fax: (61 2) 9247 1733
E-mail: jhorsell@horsell.com