



AUSTRALIAN KARATE FEDERATION INCORPORATED

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AKF NATIONAL INSURANCE PROGRAM

INSURANCE APPLICATION FORM

1. Please advise what insurance you wish to apply for (*Please tick either one or both*):

- Public Liability & Professional Indemnity
 Personal Accident

2. Period of Insurance

From: ____/____/2010 To: ____/____/2011

3. Full name of Association or Member School:

4. AKF Membership Number: _____

5. If you are an Association, please list all Member School/s (i.e. all club locations) that you wish to be insured:

6. Name of Head of Style:

7. Venue Address (NOT PO Box):

8. Contact Person/Position:

9. Contact Email:

EXCELLENCE

ETHICS

EQUITY



10. Number of Students/Instructors to be Insured:

Juniors (17 years and under): _____

Seniors (18 years and over): _____

Instructors: _____

TOTAL: _____

11. Claims Information

Has any insurer ever declined, refused to renew or imposed special terms and conditions to any application, renewal or policy held or made by you?

- No
- Yes (If Yes, please supply details below)

Have any claims for Liability or Indemnity been made against you in the last five (5) years?

- No
- Yes (If Yes, please supply details below)

Have any claims for Sports Injury/Personal Accident been made against you in the last five (5) years?

- No
- Yes (If Yes, please supply details below)

Do you require your members to sign a waiver upon joining?

- No
- Yes

Is there any other information Underwriters should be made aware of, i.e. material facts that may cause an Underwriter to request an increased premium or decline to quote on any of your insurance?

- No
- Yes (If Yes, please supply details below)

EXCELLENCE

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12. Risk Classification

Would you like to include any other martial arts in your insurance premium?

- No
- Yes (If Yes, please supply details below)

If you undertake any of the following, please indicate %

Greco (Roman Wrestling):

Indian Wrestling:

Pankration:

Brazilian Jujutsu:

13. Options

Would you like to reduce your Public Liability/Professional Indemnity Excess fee from \$1000 to nil?

- No
- Yes

Would you like to increase your coverage for Non-Medicare Benefits from \$1200 to \$2000 and Loss of Income Benefits from \$250 to \$350 per week?

- No
- Yes

Would you like to increase you weekly benefit period from 52 weeks (1 year) to 104 weeks (2 years)?

- No
- Yes

Do you require cover for promotions of professional tournaments?

- No
- Yes (If Yes, approx how many professional tournaments over the next 12 months?)

Name of Interested Party to be Noted: _____

EXCELLENCE

ETHICS

EQUITY



14. Declaration

This declaration must be completed and signed by or on behalf of all parties applying for insurance.

Your attention is drawn to the fact that professional indemnity in these policies provide indemnity on a "claims made" basis, which means that claims first advised to you (or made against you) during the period of insurance are covered, irrespective of when the incident causing the claim occurred, subject to any clauses relating to retroactive date.

You should also note that, in terms of the provisions of Section 40(3) of the Insurance Contracts Act – 1984, where you give notice in writing to the Insurer of facts that might give rise to a claim against you as soon as is reasonably practicable after you become aware of those facts (but the insurance cover provided by the contract expires) then the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it is made after the expiration of the period of the insurance cover provided by the contract. In order to ensure that any entitlement to indemnity under the policy is protected, you must report all incidents that may give rise to a claim against you to your insurer without delay after such incidents come to your attention and prior to the expiration of the current policy period.

"I declare that the information in this application is true and correct and I have not withheld any relevant information."

Signature of Applicant

Signature of Applicant

Signature of Witness

Date

Supplementary Information:

EXCELLENCE

ETHICS

EQUITY



IMPORTANT NOTICES

It is a requirement of the Insurance Contracts Act 1984 and the Corporations Act 2001 that the following notices 1, 2, 3, 4, 5 and 6 be brought to your attention before you apply for insurance.

1. Disclosure of relevant facts

Your 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, that 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, vary or reinstate a contract of insurance.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer,
- that is common knowledge,
- that your insurer knows or, in the ordinary course of business as an insurer, ought to know, or
- 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 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.

The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (e.g. claims, whether founded or unfounded), or to the magnitude of the risk, is of the utmost importance with this type of insurance. It is better to err on the side of caution by disclosing anything which might conceivably influence the insurer's consideration of your proposal.

2. Claims made and notified policy

The professional Indemnity in this proposal is for a 'claims made and notified' policy of insurance. This means that the policy covers you for claims made against you and notified to the insurer during the period of cover. This policy does not provide cover in relation to:

- events that occurred prior to the retroactive date of the policy (if such a date is specified),
- claims made after the expiry of the period of cover even though the event giving rise to the claim may have occurred during the period of cover,
- claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy,
- claims made, threatened or intimated against you prior to the commencement of the period of cover,
- facts or circumstances which you first became aware of prior to the period of cover, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this policy, and
- claims arising out of circumstances noted on the proposal form for the current period of cover or on any previous proposal form.

However, 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 cover, the policy will, subject to the terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the period of cover.

Upon expiry of the policy no further claims can be made thereunder and the need to maintain insurance or arrangement of run-off cover is essential.

You should familiarise yourself with our standard form of policy for this type of cover before submitting this proposal.

3. Broker acting as agent of insurer

In effecting this contract of insurance the broker will be acting under an authority given to it by the insurer and the broker will be effecting the contract as agent of the insurer and not the insured.

4. Claims notification

If you become aware of a claim or of circumstances that could give rise to a claim in the future, you should notify us in writing immediately, so that we can notify your insurer on your behalf. If you become aware of a

5. Average provision

This policy provides that if a payment in excess of the limit of indemnity available under this policy has to be made to dispose of a claim, the insurer's liability for costs and expenses incurred with its consent shall be such proportion thereof as the amount of indemnity available under this policy bears to the amount paid to dispose of the claim. Any surplus will be deducted from claim payments.

6. Subrogation agreements

Where another person would be liable to compensate you for any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after the loss or damage occurred that you would not seek to recover any monies from that person, the insurer will not cover you under the policy for any such loss or damage.

Our Privacy Policy

PSC Horsell has always valued the privacy of personal information. If you would like a copy of our Privacy Policy, please contact us or access it from our website at www.horsell.com

General Advice Warning

"Retail" Clients (when purchasing a retail product) are entitled to receive a Statement of Advice ("SoA") whenever we provide any personal financial advice. Personal financial advice is advice that takes into account any one or more of your objectives, financial situation and needs.

This SoA is a record of the personal financial advice provided to you and includes information on the basis on which this advice is given, information about fees and commissions and any interests or associations which might influence the advice.

If this advice includes a recommendation to you to acquire a particular financial product or an offer to issue or arrange the issue of a Financial product to you, we will also provide you with the Insurers Product Disclosure Statement containing information about the particular product to help you make an informed decision about that product.

WARNING

This advice has been prepared without taking account of your objectives, financial situation or needs. You must therefore assess whether it is appropriate, in the light of your own individual objectives, financial situation or needs, to act upon this advice.

If this advice contains information about a particular financial product, you should ensure you obtain a Product Disclosure Statement (if not attached) in respect of that product prior to making any decision to acquire that product.

THE BASIS OF OUR ADVICE

As per our Warning above, we have not been able to consider your objectives, financial situation, and needs as you have not completed our Client Needs Analysis Form. You should therefore ensure that the quotation(s) we have provided are suitable to your needs.

Should you wish a Needs Analysis to be completed so we can provide you with specific advice on the suitability of the quotations please contact us on 02 9247 1700.

OUR REMUNERATION, COMMISSION, OTHER BENEFITS

Martial Arts Alliance may earn a commission from PSC Horsell for the placement of this insurance.