



**AUSTRALIAN KARATE FEDERATION INCORPORATED**

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**PUBLIC/PRODUCTS LIABILITY, PROFESSIONAL INDEMNITY  
AND/OR PERSONAL ACCIDENT INSURANCE PROGRAM**

**INSURANCE APPLICATION FORM**

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

- Public Liability & Professional Idemnity  
 Personal Accident

2. Full name of Association or Member School:

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3. If you are an Association, please list all Member School(s) that you wish to be insured:

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4. Name of Head of Style:

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5. Mailing Address:

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6. Contact Person / Position:

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EXCELLENCE

ETHICS

EQUITY



**7. Number of Students/Instructors to be Insured:**

Seniors (18 years and over): \_\_\_\_\_

Juniors (17 years and under): \_\_\_\_\_

Instructors: \_\_\_\_\_

TOTAL: \_\_\_\_\_

**8. 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)

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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)

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

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

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

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

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## **STATUTORY NOTICE**

### **A YOUR DUTY OF DISCLOSURE - CONTRACTS OF GENERAL INSURANCE**

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, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of any 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 their 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 their 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.

### **B 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 with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by the Insurer.

### **C CLAIMS MADE DURING THE PERIOD OF INSURANCE**

This policy provides cover 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.

### **D NOT A RENEWABLE CONTRACT**

Cover under this policy will terminate at expiry of the Period of Insurance specified in your policy document. If you wish to effect similar insurance for a subsequent period, it will be necessary for you to complete a new proposal form prior to the termination of the current policy so that terms of insurance and quotation/s can then be developed for your consideration.

### **E CHANGE OF RISK OR CIRCUMSTANCES**

It is vital that you should advise us of any departure from your "normal" form of business (i.e. that which has already been conveyed to the Insurer). For example, acquisitions, changes in location or new overseas activities.

### **F SUBROGATION**

You may prejudice your rights with regard to a claim if, without prior agreement from the Insurer, you make agreement with a third party that will prevent the Insurer from recovering the loss from that, or another party.

Your policy contains provisions that either exclude the Insurer from liability, or reduce their liability, if you have entered into any agreements that exclude your rights to recover damages from another party in relation to any loss, damage or destruction which would allow you to sustain a claim under this policy.

**EXCELLENCE**

**ETHICS**

**EQUITY**



