

Martial Arts Insurance Application Form

Input Tax Credit:

DD / MM / YYYY

Postcode:

Postcode:

%

at 4pm

Sports • Leisure • Licensed Clubs

☐ Yes ☐ No

)

From:

Trading Name: (if applicable)

Tax Registered Business:

Situation Address:

Business Phone No.:

Period of Insurance:

Website address:

Postal Address:

Please use this application for occupations relating to the Martial Arts including:					
Aikido Kempo Qi Gong Jujitsu	BoxingKendoTaekwondoBrazilian Jujitsu	Hapkido Kickboxing Tang So Go Kung Fu Tai C	y Thai • Ninjitsu stling		
Please complete th	ne following application sectio	ns:			
Section 1: Your Details (Compulsory) Page 01	Section 2: Your Business Details (Compulsory) Page 01	Section 3: Cover Selection [please complete the sections relevant to the cover Option 1: Platinum Liability Page 03 Cover Option 2: Personal Accident Page 04	ty Page 04		
Your Details					
Full Name of Insur	ed				

ABN No:

DD / MM / YYYY

Other Interested Parties: (Please state their full name, the				
type of interest and the property concerned).				
Your Business Details				
1. Please advise the estimated:				
(a) gross annual turnover for the next 12 months:	\$			
(b) gross annual wages paid to employees for the next 12 months:	\$			
(c) annual fees paid to contractors / subcontractors:	\$			
(d) number of annual participants/members:				
(e) number of trainers, coaches, referees and officials:				

Fax No.:

at 4pm

)

To:

Your Business Details (continued)										
2. Please provide the following details regarding the styles of Martial Arts offered:										
Aikido	%	Taekwondo		%		Judo			%	
Kempo	%	Brazilian Jujitsu			%		Muay Thai			%
Qi Gong	%	Hapkido				%	Wrestling			%
Jujitsu	%	Kickbox	ing			%	Tai Chi			%
Boxing	%	Tang So	Go		% I		Karate			%
Kendo	%	Kung Fu			%		Ninjitsu			%
Other (please specify)	%									
3. Please provide the formula of the section of the	lace a tick in	the box to	indicate wheth	er the activi	ty is ful	ll contact,				no to
Activ	ity		Contact	No co	ntact	Weapo	ns used?		Type of weapon	
					<u> </u>	☐ Yes	□No			
					1	☐ Yes	□No			
					☐ Yes	□No				
						☐ Yes	□No			
					<u> </u>	☐ Yes	□No			
4 . Do you have written	risk mana	gement pr	ocedures for:							
Responsible service of	falcohol?		□ Y	es 🗌 No	□N	lot Applic	:able			
First Aid?			☐ Y	es 🗌 No	□N	ot Applic	able			
Blood spillage and infectious diseases?										
Maintenance of premis	ses and equ	ipment?	☐ Y	es 🗌 No	□N	ot Applic	able			
Inspection of playing s	urfaces?		☐ Y	es 🗌 No	□N	ot Applic	able			
Emergency procedures in event of serious injury?										
Discrimination policies and codes of conduct?										
Pregnancy?			☐ Y	es 🗌 No	N	ot Applic	able			
5. Does your/organisation/club/association have at your premises: Fixed grandstands?										
If yes, please provide the following information: Fixed Grandstand						d	Р	ortable Grandstaı	nd	
How may people does your grandstand seat?										
What is your grandstand made of? (eg brick)										
How old is your grandstand?										
Who is responsible for maintaining your grandstand?										
If you own portable grandstands do you:										
Hire the grandstands out to others ?							☐ Yes	□No		
Require those hiring your grandstand to effect public liability insurance on your behalf? Please attach a copy of the hire agreement										

Your Business Details (continued)							
6. Are all participants required to sign a "disclaimer" to "release and indemnify" your business/company in regards to acknowledgment of risks, injury and obligations?							
7. Do you sell goods to the public? If yes, plea	ase provide details of the goods you sell and outline any imported or exported products.						
8. What procedures do you have in place fo	r the recording and monitoring of claims or incidences which may give rise to a claim?						
9. Does your business operate as a licensed If yes, please provide details of your license inclu	premise? ☐ Yes ☐ No uding the hours you operate, the number of hours or days per week that you operate.						
10. Is the sport your business/organisation/	club/association involved in played all year round or in competition seasons? Seasons						
Cayon Ontion 1 Platinum Linkility Cayon							
Cover Option 1 – Platinum Liability Cover PART A: GENERAL LIABILITY							
Limit of Indemnity for Part A:	□\$10,000,000 □\$20,000,000						
Property in your physical or legal control	NB: automatic cover is \$500,000						
Excess Option:	□ Nil □ \$1,000 □ \$2,500 □ \$5,000 □ 0ther \$						
PART B: PROFESSIONAL INDEMNITY							
Limit of Indemnity for Part B:	□\$1,000,000 □\$2,000,000 □\$5,000,000 □\$10,000,000						
Excess Option:	□ Nil □ \$1,000 □ \$2,500 □ \$5,000 □ Other \$						
-	ty or Errors & Omissions insurance?						
If yes, please state:	The date from which you have had this insurance?						
	Your current insurer?						
NB: Retroactive Date for Part B - The date the ir whichever the earlier.	nsured first held continuous Professional Indemnity cover or the inception date of this policy,						
PART C: MANAGEMENT LIABILITY							
Limit of Indemnity for Part C:	□ \$1,000,000 □ \$2,000,000 □ \$5,000,000 □ Other \$						
Optional Extensions:	☐ Fidelity (\$100,000 limit) ☐ Pollution Defence Costs (\$100,000 limit)						
Fixed Excesses:	Directors & Officers Liability \$Nil						
	Fidelity \$5,000 each & every claim						
	Pollution Defence Costs \$5,000 each & every claim						
	All Other Claims \$2,500 each & every claim						
Do you currently hold Directors & Officers or Management Liability insurance?							
If yes, please state:	The date from which you have had this insurance?						
Your current insurer?							
	ed first held continuous Directors and Officers or Management Liability Insurance or the						

Cover Option 1 - Platinum Liability Cover (continued)

Claims Made Policy

Please note the Professional Indemnity & Management Liability sections of the Policy are offered on a Claims Made basis. Claims made means that the Professional Indemnity & Management Liability section covers you for claims made against you during the period of insurance specified in your Policy Schedule and notified to us during that period of insurance.

This means that the Professional Indemnity & Management Liability sections do not provide cover in relation to;

- Events which occurred prior to the period of insurance or any earlier retroactive date stipulated in the Policy Schedule;
 Claims made against you after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
- Claims the possibility of which was intimated in any way prior to the commencement of the period of insurance;
- Claims rising from or attributable to any facts, circumstances or occurrences noted on the proposal for the current period of insurance or on any
- previous or of which notice had been given under any previous policy; Claims rising from or attributable to any facts, circumstances or occurrences of which you were aware and knew (or ought reasonably to have realised) prior to the commencement of the period of insurance may give rise to a claim.

For the purposes of the Professional Indemnity and Management Liability sections, a claim means:

- A writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counter claim or third or similar party notice for compensation;
- A written assertion of a right to or a demand for compensation

As explained above, the Professional Indemnity section, by its terms, does 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 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.

Cover Option 2 – Personal A	ccident Cover		
PERSONAL ACCIDENT COVE	ER		
Do you require Player Accident Insurance? ☐ Yes ☐ No			
Capital Benefits	(death under 18 – 20%)	\$50,000	
Loss of Income	7 day excess / 52 weeks max	\$250 per week	
Student Assistance	7 day excess / 52 weeks max	\$250 per week	
Home Help	7 day excess / 52 weeks max	\$250 per week	
Parents Inconvenience	Max \$1,500	\$25 per day	
Non Medicare Medical	Max 85% / Excess \$50	\$1,500	
Funeral Expenses		\$5,000	
Modification Expenses		Up to \$10,000	

Declaration						
Details of Your History:						
After investigation, have you or any principal, partner, or director, either alone of	or jointly with others ever, in the last 5 years:					
(a) Had any insurance declined or cancelled, application/proposal rejected, renewal refused, claim rejected, or special conditions imposed by an insurer?(b) Been charged with or convicted of any criminal offence?(excluding traffic offences)(c) Been declared bankrupt or subject to any form of insolvency administration?	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No					
If you have answered yes to any of the above questions please provide full details:						
How many years have you been in business/operation?						
In the previous 5 Years have You made any claim on any insurance for loss or da suffered any loss or damage which would be covered by this proposed insurance						
Are you aware of any other incident(s) that have occurred in the last 5 years that may give rise to a claim against you?						

If you have answered yes to any of the above questions, please fill in the table below:						
Year of Claim	Description of Incident	Is claim settled	Amount claim settled for			
		☐ Yes ☐ No	\$			
		☐ Yes ☐ No	\$			
		☐ Yes ☐ No	\$			
		☐ Yes ☐ No	\$			
		☐ Yes ☐ No	\$			
		☐ Yes ☐ No	\$			
		☐ Yes ☐ No	\$			
This declaration	must be completed and signed by or on behalf of all parties applying f	or insurance.				
I/We						
(a) declare that:						
(i) the answers and information given by me/us in this Proposal and any addendum are true and correct in all respects;						
(ii) no information has been withheld that would affect Calliden's decision to accept this Proposal;						
(iii) where answers in this Proposal are not in my/our own handwriting, they have been checked by me/us and I/we agree they are correct; (iv) I/we have read and understood the clauses detailed under the Important Notices section;						
(v) if there was insufficient space to fully answer any questions, we have attached supplementary pages providing the additional						
information required.						
(b) authorise Calliden and Sports Underwriting to give to, or obtain from other insurers or an insurance or credit reference bureau, any information relating to these insurance covers, and any other insurances held by me/us and claims under those insurances.						
(c) understand that, if this Proposal is accepted, my/our insurance cover will be subject to the terms and conditions set out in the applicable						
Calliden/Sports Underwriting Policy wording.						
(d) acknowledge that Calliden and/or Sports Underwriting, its agents and/or employees reserve the right to decline this Proposal.						
Proposer's Sign	ature:	Date:	DD / MM / YYYY			
Proposer's Name	Propos	ser's Title:				
Club/Business:						

IMPORTANT NOTICES

The Insurer and Agent

eclaration (continued)

Sports Underwriting Australia Pty Ltd (Sports Underwriting) (ABN 53 119 852 096, AFSL 302484) acts as agent for Calliden Insurance Limited (Calliden) (ABN 47 004 125 268, AFSL 234438), the insurer of the product.

General Insurance Code of Practice

Calliden is a signatory to the General Insurance Code of Practice. The Code aims to raise standards of service between insurers and their customers. For any information about the Code, including a copy of the Code, contact Calliden or Financial Ombudsman Service on 1300 78 08 08 or visit www.codeofpractice.com.au

Duty of Disclosure

This Policy is subject to the *Insurance Contracts Act* 1984 (Cth). Under that Act you have a duty of disclosure.

Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

You have the same duty to inform us of those matters before you renew, extend, vary, or reinstate your contract of insurance.

Your duty however does not require disclosure of matters that:

- Reduce the risk
- Are common knowledge
- · We know or, in the ordinary course of our business, ought to know, or
- We have indicated we do not want to know.

If you do not comply with your duty of disclosure, we may be entitled to:

- Reduce our liability for any claim
- Cancel the contract
- Refuse to pay the claim
- Avoid the contract from its beginning, if your non-disclosure was fraudulent.

IMPORTANT NOTICES (continued)

Privacy Statement

Both Calliden and Sports Underwriting respect your privacy. Any personal information provided by you will be treated in accordance with the *Privacy Act* 1988 (Cth). This privacy notification provides a summary of how Calliden and Sports Underwriting treat your personal information.

Calliden and Sports Underwriting primarily collect your personal information via this form to assess your request for insurance and to administer your Policy but may also use this information to settle an insurance claim, provide other insurance services as requested by you, and also to notify you about other services or promotions from time to time.

If you do not provide the information requested you may breach your duty of disclosure, your application may not be capable of being accepted, additional conditions may be imposed on any cover provided or your Policy may not be able to be administered.

In order to provide its insurance services Calliden and Sports Underwriting may need to disclose your personal information to third parties including, but not limited to: agents, underwriters, advisors and brokers; claims management and other service providers; claims adjusters, loss assessors and other claims investigators; lawyers; reinsurers and reinsurance brokers; and the Financial Ombudsman Service, or as required by law (for a full list see Calliden's Privacy Policy). In the event of a claim, Calliden and Sports Underwriting may disclose your personal information (including sensitive information) to overseas reinsurers for the purpose of assessing your claim. Calliden and Sports Underwriting will only share information with third parties where Calliden and Sports Underwriting reasonably believe it is necessary in assessing your insurance claim and in providing the products and services requested.

Calliden's and Sports Underwriting's Privacy Policies contain information about how to access and correct the personal information about you and also how to complain about a breach of privacy. If you would like additional information about privacy or would like to obtain a copy of the Privacy Policies, please contact Calliden's Privacy Officer by:

- Tel: +61 2 9551 1111
- Fax: +61 2 9551 1155
- Email: privacy@calliden.com.au
- Mail: Privacy Officer, PO Box 348, Milsons Point NSW 1565.

You can download a copy of Calliden's Privacy Policy by visiting www.calliden.com.au/docs/PrivacyPolicy.pdf

You can also download a copy of Sports Underwriting's Privacy Policy by visiting www.sportsunderwriting.com.au

Taxation Information

The amount of cover available under this Policy excludes Goods and Services Tax (GST).

If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay.

The amount that we are liable to pay under this Policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the Premium you must inform us of the extent of that entitlement at or before the time you make a claim under this Policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the Premium.

If you are liable to pay an Excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the Excess.

If you are unsure about the taxation implications of this Policy, you should seek advice from your accountant or tax professional.

Don't Prevent Our Right of Recovery

The Liability Policy contains a provision which states that if you surrender your right to seek recovery from another party for a loss covered by the Policy, we have a right to reject any claim from you in relation to that loss.