

Sports • Leisure • Licensed Clubs

Please use this application for occupations relating to the Martial Arts including:

- Aikido
- Kendo
- Kung Fu
- Karate
- Kempo
- Taekwondo
- Judo
- Ninjitsu
- Qi Gong
- Hapkido
- Wrestling
- Jujitsu
- Tang So Go
- Tai Chi

Please complete the following application sections:

<input checked="" type="checkbox"/> Section 1: Your Details (Compulsory) Page 01	<input checked="" type="checkbox"/> Section 2: Your Business Details (Compulsory) Page 01	Section 3: Cover Selection (please complete the sections relevant to the coverage required) <input type="checkbox"/> Cover Option 1: Platinum Liability Page 03 <input type="checkbox"/> Cover Option 2: Personal Accident Page 04	<input checked="" type="checkbox"/> Section 4: Declaration (Compulsory) Page 04
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Your Details

Full Name of Insured			
Trading Name: (if applicable)			
Tax Registered Business:	<input type="checkbox"/> Yes <input type="checkbox"/> No	ABN No:	Input Tax Credit: %
Situation Address:			Postcode:
Postal Address:			Postcode:
Business Phone No.:	()	Fax No.:	()
Website address:			
Period of Insurance:	From: DD / MM / YYYY	at 4pm	To: DD / MM / YYYY at 4pm
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 payments to contractors / subcontractors:	\$
(d) number of annual participants/members:	
(e) number of trainers, coaches, referees and officials:	

Your Business Details (continued)

2. Please provide the following details regarding the styles of Martial Arts offered:

Aikido	%	Taekwondo	%	Wrestling	%
Kempo	%	Hapkido	%	Tai Chi	%
Qi Gong	%	Tang So Go	%	Karate	%
Jujitsu	%	Kung Fu	%	Ninjitsu	%
Kendo	%	Judo	%		
Other (please specify)		%			

3. Is the Martial Art you are involved in played all year round or in competition seasons?

All year round Competition Seasons

4. Please provide the following details about your activities in the below table:

Please list the activity, place a tick in the box to indicate whether the activity is full contact, semi contact or no contact, answer yes or no to whether weapons are used and if you answer yes, please list the type of weapon used.

Activity	Contact	No contact	Weapons used?		Type of weapon
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

5. Please provide details of the qualifications and experience of any instructors (including yourself):

6. Do you have written risk management procedures for:

- Responsible service of alcohol? Yes No Not Applicable
- First Aid? Yes No Not Applicable
- Blood spillage and infectious diseases? Yes No Not Applicable
- Maintenance of premises and equipment? Yes No Not Applicable
- Inspection of playing surfaces? Yes No Not Applicable
- Emergency procedures in event of serious injury? Yes No Not Applicable
- Discrimination policies and codes of conduct? Yes No Not Applicable
- Playing sports whilst pregnant? Yes No Not Applicable

7. Are all participants required to sign a “disclaimer” to “release and indemnify” your business/company in regards to acknowledgment of risks, injury and obligations? Yes No

8. Do you conduct business, participate in activities, have representation, own assets in or derive revenue outside of Australia?

Yes No

If yes, please provide further details including the countries and activities involved.

9. Do you sell goods to the public? If yes, please provide details of the goods you sell and outline any imported or exported products.

10. What procedures do you have in place for the recording and monitoring of Claims or incidences which may give rise to a Claim?

Cover Option 1 – Platinum Liability Cover

PART A: GENERAL LIABILITY

Limit of Indemnity for Part A:	<input type="checkbox"/> \$10,000,000 <input type="checkbox"/> \$20,000,000
Property in your physical or legal control	NB: automatic cover is \$500,000
Excess Option:	<input type="checkbox"/> Nil <input type="checkbox"/> \$1,000 <input type="checkbox"/> \$2,500 <input type="checkbox"/> \$5,000 <input type="checkbox"/> Other \$

PART B: PROFESSIONAL INDEMNITY

Limit of Indemnity for Part B:	<input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$5,000,000 <input type="checkbox"/> \$10,000,000
Excess Option:	<input type="checkbox"/> Nil <input type="checkbox"/> \$1,000 <input type="checkbox"/> \$2,500 <input type="checkbox"/> \$5,000 <input type="checkbox"/> Other \$

Do you currently hold Professional Indemnity or Errors & Omissions insurance? Yes No

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 insured first held continuous Professional Indemnity cover or the inception date of this policy, whichever the earlier.

PART C: MANAGEMENT LIABILITY

Limit of Indemnity for Part C:	<input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$5,000,000 <input type="checkbox"/> Other \$
Optional Extensions:	<input type="checkbox"/> Fidelity (\$100,000 limit) <input type="checkbox"/> 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? Yes No

If yes, please state:	The date from which you have had this insurance?
	Your current insurer?

Retroactive Date for Part C - The date the insured first held continuous Directors and Officers or Management Liability Insurance or the inception date of this policy, whichever the earlier.

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 same 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 for any prior Period of Insurance 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; any

- written or verbal demand for compensation or damages or other relief; or
- a civil proceeding seeking compensation or damages or other relief; or
- any criminal charge brought against a Member or Officer alleging a Wrongful Act; or
- a notice of charge, formal investigation order or notice requiring a Member or Officer to attend an inquiry or other proceedings ordered by an Inquiring Body.

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 (Cth) applies to certain contracts of liability insurance (including Sections 2 & 3 of this Policy) and states 'Where the insured gave notice in writing to the insurer of 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 but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of the 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 Accident Cover

PERSONAL ACCIDENT COVER

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 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? Yes No
- (b) Been charged with or convicted of any criminal offence?(excluding traffic offences) Yes No
- (c) Been declared bankrupt or subject to any form of insolvency administration? 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 damage or suffered any loss or damage which would be covered by this proposed insurance? Yes No

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? Yes No

If you are seeking cover under Part B of Platinum Liability (Professional Indemnity) and/or Part C of Platinum Liability (Management Liability) please answer the following questions:

- a) Has any Claim ever been made against the Proposer or any other person or entity to whom Parts B and C of this Policy will apply? Yes No
- b) Has the Proposer or any other person or entity to whom Parts A and B of this Policy will apply incurred any other Loss which might be within the terms of Part B and/ or Part C of this Policy? Yes No
- c) Is the Proposer or any other person or entity to whom Parts B and C of this Policy will apply aware, after enquiry (bold), of any circumstances which might:
 - (i) give rise to a Claim against the Proposer or any other person or entity to whom Parts B and C of this Policy will apply? Yes/No Yes No
 - (ii) result in the Proposer or any other person or entity to whom Parts B and C of this Policy will apply incurring any Loss to which the terms of this Policy might apply? Yes No
 - (iii) otherwise might affect Our consideration of this Policy? Yes No

Declaration (continued)

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
		<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	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$

This declaration must be completed and signed by or on behalf of all parties applying for 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 the insurer'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.
 - (vi) I/we have read and understood the Privacy Statement and consent to collection, storage, use and disclosure of any personal information.
- (b) authorise the insurer 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 Sports Underwriting Policy wording.
- (d) acknowledge that the insurer and/or Sports Underwriting, its agents and/or employees reserve the right to decline this Proposal.
- (e) have received a copy of the PDS/Policy document (as relevant).

Proposer's Signature:		Date:	DD / MM / YYYY
Proposer's Name:		Proposer's Title:	
Club/Business:			

IMPORTANT NOTICES

Some words used in this document have a special meaning as defined in any documents which make up the Policy which contain definitions.

The Insurer and Agent

Sports Underwriting Australia Pty Ltd (ABN 53 119 852 096, AFSL No. 302484) ('Sports Underwriting Australia') acts under a binding authority provided by the Insurer, Wentworth Insurance Company Limited (Wentworth), incorporated in Barbados, regulated by and under the supervision of the Financial Services Commission Barbados in respect of insurance business conducted in or from within Barbados.

Duty of Disclosure

If you are not a natural person, before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary, or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or

- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim to the extent, we have been prejudiced by your failure, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Who needs to tell us

It is important that you understand that you are answering our questions in this way for you and anyone else whom you want to be covered by the policy.

For Individuals

If you are a natural person, a different duty of disclosure to the one set out above applies to you. Please contact your intermediary so that you can be informed of the duty of disclosure that applies to you.

Privacy Statement

In this Privacy Statement the use of 'We', 'Us' and 'Our' means Wentworth and Sports Underwriting Australia unless specified otherwise.

We are committed to protecting your privacy. We are bound by the obligations of the Privacy Act 1988 (Cth). This sets out basic standards relating to the collection, use, storage, and disclosure of personal information.

Declaration (continued)

The primary purpose for Our collection, use, storage, and disclosure of your personal information is to enable Us to provide insurance services to you.

We need to collect, use and disclose your personal information (which may include sensitive information) to consider Your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim. You can choose not to provide Us with some of the details or all your personal information, but this may affect Our ability to provide the cover, administer the insurance or assess a claim.

We may disclose the personal information We collect to third parties who assist Us in providing the above services, such as related entities, distributors, agents, insurers,

reinsurers, and service providers. Some of these third parties may be located outside of Australia, for example Barbados or the Republic of Ireland. In all instances where personal information may be disclosed to third parties who may be located overseas, We will take reasonable measures to ensure that the overseas recipient holds and uses your personal information in accordance with the consent provided by you and in accordance with Our obligations under the Privacy Act 1988 (Cth).

Personal Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from your insurance intermediary or co-insureds).

If you provide personal information for another person you represent to Us that:

- you have the authority from them to do so and it is as if they provided it to Us;
- you have made them aware that you will or may provide their personal information to Us, the types of third parties We may provide it to, the relevant purposes We and the third parties We disclose it to will use it for, and how they can access it. If it is sensitive information, We rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell Us before you provide the relevant information.

You are entitled to access your personal information and request correction if required.

By providing Us with your personal information, you consent to Our collection, use and disclosure, as outlined above and in accordance with Sports Underwriting Australia's Privacy Policy.

This consent remains valid unless you alter or revoke it by giving written notice to Sports Underwriting Australia's Privacy Officer. Should you wish to withdraw your consent, We may not be able to provide insurance services to you.

Sports Underwriting Australia's Privacy Policy sets out how:

- Sports Underwriting Australia protects your personal information;
- you may access your personal information;
- you may correct your personal information held by Us;
- you may complain about a breach of the Privacy Act 1988 (Cth) or Australian Privacy Principles and how Sports Underwriting Australia will deal with such a complaint.

If you would like additional information about privacy or would like to obtain a copy of the Privacy Policy, please contact Sports Underwriting Australia's Privacy Officer by:

Email: privacy@sportsunderwriting.com.au

Phone: +61 3 8862 2600

Mail: Box 288, Kew East, VIC 3102

You can download a copy of Sports Underwriting Australia'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.