



AUSTRALIAN STRENGTH & CONDITIONING ASSOCIATION INSURANCE POLICY

About the Cover Available

To be eligible to apply for cover, you must be registered with or in the process of becoming registered with the Australian Strength & Conditioning Association (A.S.C.A.).

The A.S.C.A. Insurance Policy provides the following covers:

- Public Liability cover for you – covers your legal liability up to \$10 million to pay compensation for personal injury, property damage and advertising liability.
- Professional Indemnity cover for you – covers your legal liability to pay compensation up to \$2 million for a Breach of Duty that arises from or in the course of your provision of Strength & Conditioning Tuition in Approved Activities.

We are also able to offer a separate policy for Personal Accident and Sickness cover for you which covers you for loss of income and permanent disablement due to injury or sickness and disease occurring during the period of cover.

Activities you are Covered For

The A.S.C.A. Insurance Policy will cover you for activities that are included in your category of registration with the Australian Strength and Conditioning Association. The policy excludes cover for companies and is designed for individuals only. If you are unsure what activities are included in your category of registration, please contact the Australian Strength and Conditioning Association for further information.

Activities you are Not Covered For

The A.S.C.A. Insurance Policy does not provide cover for the following activities:

- Businesses such as gym owners and business owners
- Coaching of professional athletes

The above covers are available and please contact OAMPS Insurance Brokers for further information regarding insurance for the above activities.

Insurance Premium

One (1) year - \$225.00 (Excess \$250 each and every claim)

INSURANCE APPLICATION FORM

Proposer

Name of Proposed Insured

Trading Name

Postal Address

State

P/Code

Phone

Email

Fax

DOB

 / /

From

 / /

To 4.00 p.m. on

 / /

Period of Insurance

Are you

Self Employed

Employee/Contractor/Sub-Contractor

If you are self-employed, do you engage employees, voluntary workers, contractors or subcontractors

Yes

No

If you have answered yes to the above question, this policy may not suit your needs. Please contact OAMPS on 07 3367 5000 for further information



Do you buy/hire/equipment or machinery?

Yes

No

If you have answered yes to the above question, please provide details of the equipment and/or machinery you buy/hire/sell

Do you own, manage or operate commercial fitness facilities

Yes

No

If you have answered yes to the above question, this policy may not suit your needs. Please contact OAMPS on 07 3367 5000 for further information

Have you entered into any contractual agreements, i.e. have you agreed to accept another person's potential liability?

Yes

No

Do you hire premises or a studio to conduct your coaching activities?

Yes

No

Australian Strength & Conditioning Association Registration Details

Note: You must hold a current registration and membership with the Australian Strength and Conditioning Association to apply for this insurance

A.S.C.A. Registration Number

A.S.C.A. Expiry Date

____/____/____

If you do not have an A.S.C.A. Registration Number, have you applied for registration with A.S.C.A.

Yes

No

If you have answered yes to the above, you can continue with this application for insurance and OAMPS will verify your registration details. If you have answered no to the above question, you must apply to register with A.S.C.A. before you can continue with your application for insurance.

What is your category of registration with A.S.C.A.?

Level 1

Level 2

Level 3

Are you involved in any non-approved activities? (please refer to the first page of this application for to view the non-approved activities)

Yes

No

If you have answered yes to the above question, you will need to arrange separate cover as the policy does not provide cover for non-approved activities. Please contact OAMPS for further information.



Optional Additional Insurance Covers (extra premiums will apply)

Do you require cover for Personal Accident for your athletes?

Yes

No

If you require cover for Personal Accident for your athletes:

- (a) Number of Registered Athletes
- (b) Number of Sessions run per week
- (c) Average number of athletes per session

Do you require Personal Accident and Sickness cover for yourself?

Yes

No

If you have answered yes to the above, please complete the separate application form for Personal Accident and Sickness cover.

Do you require an increased Public Liability sum insured to \$20 million?

Yes

No

If you have answered yes to the above, an additional premium will be required.

Do you require an increased Professional Indemnity sum insured to \$5 million?

Yes

No

If you have answered yes to the above, an additional premium will be required.

Note: It is a condition of cover for Personal Accident cover for your clients and Liability and Professional Indemnity cover for you, that you are registered with the Australian Strength & Conditioning Association for the duration of the period that this insurance is in place.

Claims / Insurance History

	Yes	No
1. Has any insurer declined an application from You, or cancelled or refused to renew a policy of Yours, required special terms to insure You, or declined or refused a claim?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have any claims for liability or indemnity been made against you in the last 5 years?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have any incidents occurred in the last 5 years that may result in a liability or indemnity claim against you?	<input type="checkbox"/>	<input type="checkbox"/>
4. Are there any other relevant facts relating to the risk to be insured which You should disclose to Us, to enable a true assessment of Your insurance application?	<input type="checkbox"/>	<input type="checkbox"/>

If You have answered **Yes** to any questions 1 – 4 above please **give full details**.

Question No.	Reason
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>



Declaration

I represent that the following statements and facts are true and that no material facts have been suppressed or mis-stated. I understand that completion of this form does not bind coverage. The company's acceptance of this proposal is required before cover may be bound and the policy issued. Furthermore, I:

- 1. have either completed all the questions on this form personally or they have been completed by somebody else on my behalf and the answers have been checked for fullness and accuracy by me.
- 2. have read and understood the information concerning claims made cover, important notices and duty of disclosure.
- 3. agree to the Insurer obtaining from my previous insurer(s) any information it may need about prior claims or insurance history.
- 4. agree to the Insurer making enquiries from any third party to verify claims history and other information disclosed herein or statements made by myself in making this application.
- 5. agree to the Insurer disclosing to any insurance intermediary appointed by myself or to any former or future insurer of myself the claims history or any other information as may be determined.

Name	<input type="text"/>	Date	<input type="text" value="/ /"/>
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Signature of Proposer	<input type="text"/>	Position	<input type="text"/>
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Note: Please attach any additional information that you wish to tell Your Insurer as part of Your Duty of Disclosure
Please refer to Important Notices on Page 5

Important Notices

Claims Made and Notified Cover

The Professional Indemnity Section 3 is a claims made' cover. This means that the policy covers you for claims first made against you during the period of insurance and notified to the insurer during such period of insurance.

This extension does not provide cover in relation to:

- Events which occurred prior to the period of insurance or such earlier retroactive date as may be 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 rising from or attributable to any facts, circumstances or occurrences noted on the proposal for the current period of insurance or on any previous proposal 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.

As explained above, the policy 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 however 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.

It is therefore important that you advise the insurer of any circumstances that could rise to a claim during the period of insurance to protect your position in case the circumstances give rise to a claim after the expiry of the period of insurance.

Important Notices

Please read these notices before completing this form.

Personal Accident for Your Clients Duty of Disclosure

This duty of disclosure applies to Personal Accident for Your Clients cover.

What you must tell us

When answering our questions you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in the answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Who needs to tell us?

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

If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat this policy as never having been in force.

You, Your or Your's Means –

Each person who is shown in this form; Each legal entity that is shown in this form.

Your Duty of Disclosure for the Liability and Professional Indemnity Covers

This policy is subject to The Insurance Contracts Act 1984. Under that Act You have a Duty of Disclosure.

This means:

- When You ask for cover, You must tell Your Insurer all that You know about the risk You want covered that may affect Their decision: —To offer You cover; and —The Terms and the cost of such cover.
- If You ask for the cover to be renewed, extended, altered or reinstated You must tell Your Insurer:
- If there have been any changes in what is covered; and — Of all things that may increase the chances of a claim.

If Things Change

After Your Insurer has agreed to cover You and while You are covered You must tell Them of all changes that may increase the chances of a claim. The sort of changes that may increase the chances of a claim are if:

- You vary the scope of activities You conduct; —You change the facilities You provide;
- You increase the size of Your operations.

Non Disclosure

If You don't tell Your Insurer something that You know which may affect Their decision To offer You cover or the terms of that cover They may be allowed to:

- Reduce that amount that They have to pay for a claim. This may mean that They would pay You nothing.
- Cancel this policy. They may even be allowed to cancel this policy from the date that the cover started if:
- You lie to Them; — Deliberately keep information from Them, or — Mislead Them.

What You Don't Have to Tell Your Insurer

You do not have to tell Them of anything:

- That reduces the chances of a claim, but, if You Do, it may let Them offer You better terms or a lower price
- That is common knowledge; —That They should know as a normal part of Their business;
- If They waive Your Duty of disclosure.

If You Reduce Your Insurer's Rights

They will not pay that part of a claim where You have by agreement limited or excluded Your rights to recover Your loss from any person or entity.