

# Protect yourself when treating others



SA Sports Medicine Association with Safeguard Insurance Brokers Pty Ltd is pleased to offer this Insurance policy prepared especially for the working Sports Trainer.

This policy is only available to SMA Accredited Sports Trainers who have maintained their current accreditation and are working in Australia.

The Policy operates whilst the sports trainer is carrying out their respective duties working in activities involving:

\* training routines, matches and or competition arranged by a club, school, league, association or federation.

We recommend all Sports Trainers working with teams or clubs in any sport, seek appropriate insurance cover.

This policy is Underwritten by Professional Risk Underwriting Pty Ltd (ABN 80 103 953 073) in conjunction with Safeguard Insurance Brokers Pty Ltd

## What you get

Cover for Sports Trainers Accredited with SASMA working in Australia

Limit of Liability

Medical Malpractice - \$ 1,000,000 any one Claim, Inquiry or Loss of Documents inclusive of Costs and Expenses

Public Liability - \$10,000,000 any one Claim inclusive of Costs and Expenses

Reinstatements: Two per policy period

Aggregate Limit of Indemnity:

Medical Malpractice Insurance - \$ 3,000,000 in the aggregate inclusive of Costs and Expenses

Public Liability Insurance - \$30,000,000 in the aggregate inclusive of Costs and Expenses

Maximum Aggregate Limit of Indemnity - for the policy

\$30,000,000 in the aggregate inclusive of Costs and Expenses

No personal Accident/Income Protection

# \$145.00

includes  
broker fee  
of \$18.00



**SAFEGUARD**  
INSURANCE BROKERS

285 ANZAC HIGHWAY, PLYMPTON SA 5038

T: 08 8371 0566 F: 08 8371 2311 W: SIB.COM.AU

ACN: 051 494 985 ABN: 29 460 389 910 AFSL: 243293



# Medical Malpractice & Liability Proposal Form

This Proposal is for a Medical Malpractice Combined Liability Policy issued on a claims made and notified basis.

Please answer all questions in full. Where appropriate tick the yes or no box which best indicates your reply.

Cover to be confirmed upon acceptance of your proposal form and payment.

## Your Details

Full Name(s): \_\_\_\_\_

SMA Registration Number: \_\_\_\_\_ ABN: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Email: \_\_\_\_\_

## The Business

Home address: \_\_\_\_\_

Date of commencement of business: \_\_\_\_\_

Turnover/Fees: Actual Last 12 Months: \$ \_\_\_\_\_ Estimate Next 12 Months: \$ \_\_\_\_\_

## Your Insurance History: Are you currently insured for:

Medical Malpractice? Yes  No  Public/Products Liability? Yes  No

## Your Claims Details (Claims Made)

1. During the past 10 years, has any claim been made against you, your principals, employees or consultants for Medical Malpractice, Public Liability, Professional Liability or Property or had any circumstances been notified to the insurers that might give rise to a claim? Yes  No

If yes, please provide details:

Date	Insurer	Claimant	Amount Paid/Reserved	Open/Finalised	Description

2. After making appropriate enquires, are there any facts or circumstances of which you, or any other principal, employee or consultant are aware that may give rise to a claim against you, or any one to be covered by this Policy? Yes  No

3. Have you, or anyone to be covered by this Policy, ever been subject to disciplinary proceedings for professional misconduct or unsatisfactory professional conduct by a professional society or statutory registration board? Yes  No

4. Have you, or anyone to be covered by this Policy, ever been subject of a complaint to a professional society or statutory registration board that required a response? Yes  No

If Yes to questions 2, 3 & 4 above, Please provide details

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Declaration

After making appropriate enquiries, I declare that:

I am authorised on behalf of the prospective Insured(s) to make this Proposal.

I have read and understood the Important Notices accompanying this Proposal.

Where I have provided information about another individual, I declare that the individual has been made aware of that fact and of the ProRisk Privacy Statement.

I confirm that the contents of the Proposal are true and complete.

I understand that, until a contract of insurance is entered into, I am under a continuing obligation to immediately inform

ProRisk of any change to the information contained in the Proposal.

I acknowledge that, if a contract of insurance is entered into, this Proposal and any accompanying document will form the basis of the contract.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
the above information is true & correct to the best of my knowledge

Please charge \$145.00 to my  Mastercard  Visa Card

Card No: \_\_\_\_\_

Cardholder Name: \_\_\_\_\_

Expiry: \_\_\_\_ / \_\_\_\_ Signature: \_\_\_\_\_

# IMPORTANT INFORMATION

## PRORISK

ProRisk, Professional Risk Underwriting Pty Ltd ABN 80 103 953 073 AFSL 308076, is a coverholder for certain Underwriters at Lloyd's.

## CLAIMS MADE POLICY

The Medical Malpractice Combined Liability cover in this policy is issued by ProRisk on a claims made and notified basis. This means that the policy only covers claims first made against you during the period of insurance and notified to ProRisk in writing during the period of insurance. The policy does not provide cover for any claims made against you during the period of insurance if at any time prior to the commencement of the period of insurance you were aware of facts which might give rise to those claims being made against you.

Section 40(3) of the *Insurance Contracts Act 1984* provides that where the insured gives notice in writing to the insurer during the period of insurance of facts that might give rise to a claim against the insured, the insurer cannot refuse to pay a claim which arises out of those facts, by reason only that the claim is made after the period of insurance has expired.

## YOUR DUTY OF DISCLOSURE

Section 21 of the *Insurance Contracts Act 1984* provides that before you enter into a contract of general insurance with an insurer, you

have a duty 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, upon 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 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 its business, ought to know;
- As to which compliance with your duty of disclosure is waived by the insurer.

## NON-DISCLOSURE

If you fail to comply with your duty of disclosure, Underwriters 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, Underwriters may also have the option of avoiding the contract from its beginning.

## RIGHT OF RECOVERY

The policy excludes indemnity for any claim arising directly or indirectly from or in connection with any liability for which the insured has foregone, excluded or limited a right of recovery against any party.

## RETROACTIVE LIABILITY

The policy is limited by a retroactive date. The policy does not cover any claim or inquiry arising directly or indirectly from or in connection with any event or occurrence, or acts, errors or omissions committed or alleged to have been committed prior to the retroactive date.

## MATERIAL CHANGE

The policy provides that the insured must notify us within thirty (30) days of any material change in the nature of the business or any material change to the risk during the insurance period.

## POLICY CANCELLATION

In the event of policy cancellation by the insured, ProRisk's cancellation rates will apply.

## PRIVACY STATEMENT

ProRisk is bound by the obligations of the *Privacy Act 1988* (as amended) regarding the collection, use, disclosure and handling of personal information. We will protect the privacy of your personal information.

We collect personal information about you to enable us to provide you with relevant products and services, to assess your application for insurance and, if a contract is entered, to enable us to provide, administer, and manage your policy, and to investigate and handle any claims under your policy. We may disclose your information to third parties (who may be located overseas), such as the insurer, lawyers, claims adjusters, and others appointed by ProRisk or by the insurer to assist us and them in providing relevant products and services. We may also disclose your information to people listed as co-insured on your policy and to your agents. By providing your personal information to us, you consent to us making these disclosures.

If you do not provide all or part of the information required, we may not be able to provide you with our products and services, consider your application for insurance, administer your policy, assess or handle claims under your policy, or you may breach your Duty of Disclosure.

When you provide us with personal information about other individuals, we rely upon you to have made them aware of that disclosure, and of the terms of the ProRisk Privacy Statement, and to obtain their consent.

For a copy of the ProRisk Privacy Statement or to request access to or update the personal information, contact the Privacy Officer at ProRisk by email: [enquiries@prorisk.com.au](mailto:enquiries@prorisk.com.au) or by mail at the address shown on this policy.

## GENERAL INSURANCE CODE OF PRACTICE

ProRisk and Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. A copy of the Code can be obtained from [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

## COMPLAINTS HANDLING

Any enquiry or complaint relating to this insurance should be referred to ProRisk in the first instance. We have a complaints handling and internal dispute resolution process to assist you, and information about our complaints handling procedures is available upon request. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to Lloyd's Underwriters' General Representative in Australia at the address set out in the Certificate of Insurance.