



Registered Pilates Instructor

Insurance Proposal Form

This insurance covers activities for which the pilates instructor has been accredited by The Pilates Institute of Australia.

**Your insurance package covers you for:
\$10m Public Liability
\$5m Professional Indemnity**



Registered Pilates Instructor Proposal Form

Please complete every section. Failure to do so will delay approval of cover

Please ensure that you have read and understand the Important Notices on page 3.

1. Name: _____ Date of Birth: _____
2. Address: _____ Postcode: _____
3. Telephone - (home): _____ (business): _____ Fax: _____
(mobile): _____ Email: _____
4. Do you have a Trading Name, if so please advise: _____

5. You are accredited with The Pilates Institute of Australasia in the following categories: (Tick only your accreditation classification)

- | | | | |
|--------------------------------|------------------------------|---|------------------------------|
| Aussie Pilates floor level 01 | <input type="checkbox"/> Yes | Aussie Pilates for kids | <input type="checkbox"/> Yes |
| Aussie Pilates floor level 2/3 | <input type="checkbox"/> Yes | Aussie Pilates for pregnancy | <input type="checkbox"/> Yes |
| Aussie Pilates Reformer 01 | <input type="checkbox"/> Yes | Aussie Pilates swiss ball 01 | <input type="checkbox"/> Yes |
| Aussie Pilates Reformer 2/3 | <input type="checkbox"/> Yes | Aussie Pilates Cadillac -
(trap table) Level 1 | <input type="checkbox"/> Yes |

5a. Are you involved in any other activities that are not listed above, and are not accredited by The Pilates Institute of Australasia? Yes No

If yes, please provide details: _____

If you answer 'Yes' to the above, you will need to arrange separate cover. Please contact OAMPS Insurance Brokers
This cover is for \$10 million Public Liability and \$5 million Professional Indemnity Insurance and covers individual self-employed pilates instructors providing services for which the instructor is accredited by The Pilates Institute of Australasia. Cover does not extend to a commercial fitness/pilates facility.

6. Does the applicant:

- | | | |
|--|------------------------------|-----------------------------|
| a) Own/operate a commercial fitness/pilates facility | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) Employ or engage staff | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) Own extensive fitness equipment | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d) Buy-sell/hire fitness equipment and/or machinery | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| e) Operate an Incorporated Business | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| f) Give classes & instruction within you own home | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If you answer "Yes" to any of the above, your personal professional cover will Exclude negligence arising from these business activities & you will need to arrange your own separate commercial cover. Please contact OAMPS Insurance Brokers.

7. Please give details of the following:

- a) Number of registered clients to be trained: _____
b) Number of registered clients trained per week: _____
c) Number of clients trained per session: _____
d) Number of sessions per client per week (limit): _____
e) Approximate duration of session (time): _____

8. Do you assume liability under any contractual agreements Yes No
(ie Have you agreed to accept another persons potential liability) If yes, please attach details with this proposal form.

9. Period of Insurance required: from ____/____/____ to ____/____/____

10. Previous and Pending claims:

- a) Have any Liability or Indemnity claims been made against you in the last five (5) years? Yes No
b) Have there been any incidents in the last five (5) years that may result in claims against you (whether you were insured or not)? Yes No

If you have answered 'yes' to any of the above please complete the following:

Year _____ No of incidents _____ No of claims made _____ Amount settled \$ _____
Amount outstanding \$ _____ Description of the incident. (Please attach details with this proposal form.)

Important Notices

Please take notice of the following statements pursuant to provisions of the Insurance Contracts Act 1984.

- 1. Utmost Good Faith:** This insurance is a contract based on the utmost good faith requiring Underwriters and the proposer/insured(s) to act towards each other with the utmost good faith in respect of any matter relating to this insurance.
- 2. Liability Assumed Under Agreement:** Cover provided by this form of liability insurance does not cover liability which you have agreed to accept unless you would have been so liable in the absence of such agreement.
- 3. Claims made:** The professional Indemnity in this proposal is a claims made contract, i.e., it only covers claims made against you and notified to Underwriters during the period of insurance. However, provided you give underwriters notice in writing of any facts that might give rise to a claim against you, as soon as reasonable practicable after you become aware of those facts and before the expiry date of this insurance, then this insurance will respond, notwithstanding the fact that no claim has actually been made against you prior to the expiry date.
- 4. Average Provision:** One of the insuring provisions of the Professional Indemnity Insurance Policy provides that where the amount required to dispose of a claim exceeds the Limit of Liability in the policy Underwriters shall be liable only for a part of the total costs and expenses which shall be the same proportion of the total expenses as the policy limit bears to the total amount required to dispose of the claim.

- 5. Your Duty of Disclosure:** Before you enter into a contract of general insurance with Underwriters, you have a duty, under the Insurance Contracts Act 1984 to disclose to Underwriters every matter that you know or could reasonably be expected to know, is relevant to Underwriters 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 Underwriters before you renew, extend, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of this matter:

1. That diminished the risk to be undertaken by the insurer;
2. That is of common knowledge;
3. That your insurer knows, or in the ordinary course of business, ought to know;
4. As to which compliance with your duty is waived by the insurer.

If you fail to comply with your duty of disclosure, Underwriters may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

- 6. Non-Disclosure:** If your non-disclosure is fraudulent, Underwriters may also have the option of avoiding the contract from its beginning.

- 7. How to complete this form:** Please complete the proposal form by ticking the box next to the correct answer or writing the information requested in the space provided. If there is insufficient space to answer any question please attach a separate sheet of paper.

Declaration:

I represent that the above 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 the duty of disclosure, average provisions, utmost good faith and all other important notices.
3. agree to Sportscover obtaining from my previous insurer(s) any information it may need about prior claims or insurance history.
4. agree to Sportscover 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 Sportscover 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.

Signature of Applicant: _____ Dated: _____

Please complete and return this form to: OAMPS Insurance Brokers Ltd

PO Box 2481 North Parramatta NSW 1750 PH: (02) 8838 5704 FAX: (02) 8838 5701 www.oampslaser.com.au

Premiums:

Premiums below are based on a maximum of 200 different individual clients per week for each instructor. If an instructor has more than 200 different individual clients per week please refer to OAMPS Insurance Brokers.

	<u>Floor/Ball Instructor</u>	<u>Reformer & Floor/Ball Instructor</u>
	\$	\$
Base Premium	250.00	290.00
GST	25.00	29.00
Stamp Duty	13.75	15.95
Broker Fee	65.00	65.00
Broker Fee GST	6.50	6.50
TOTAL PREMIUM	360.25	406.45

NOTE: Premiums effective as at 1st July 2005. GST & Stamp Duty may change on Government notice.

Payment:

Credit Card

Please complete details below. You can send this form to us by mail or fax to: (02) 8838 5701.

Bankcard

Mastercard

Visa

Sorry, we do not accept payment by AMEX or Diners Club cards.

Credit Card Number

Expiry Date: ____ / ____

Amount: \$ _____

Name on Card: _____

Signature: _____

Cheque / Money Order

Please enclose your cheque or money order with this Proposal Form.

Please make cheques payable to "OAMPS".

EFT or Direct Deposit

Please contact our office to arrange an electronic payment.

OAMPS OFFICE USE ONLY

Application No.: _____ Client No.: _____

Payment No.: _____ Sportscover CLO: _____

**Please attach a copy of your Pilates Institute of Australasia
Membership and Accreditation confirmation.**

Explanation of Policies

Public Liability

Public Liability insurance covers liability resulting from bodily injury and/or damage to property occurring out of negligence. These negligence claims may be made against the accredited pilates instructor who allegedly contributed to the negligence.

Importantly this liability protection covers the risks specific to fitness, such as participation and first aid liability.

Professional Indemnity

This cover indemnifies the insured against claims for compensation for breach of professional duty by reason of any negligence by way of act, error, omission or misstatement or misleading advice. This type of cover is particularly relevant to accredited pilates instructors. Incorrect advice given by an accredited instructor could be interpreted as a breach of professional duty.

Professional Indemnity insurance is a “claims made” policy, which means that the alleged breach must have occurred after the “retroactive” date specified in the policy and must be notified within the period of insurance.

Normal Activities in Instruction

For purpose of registration and insurance it is important for pilates instructors to recognise the limitations of registration categories. A Pilates Institute of Australasia registered instructor is registered to carry out the activities for which they are accredited and for which they have been assessed as competent.

It is important to note that Pilate Instructors are only covered whilst operating in that capacity and in accordance with their accreditation with The Pilates Institute of Australasia. Please refer to question 5a of the proposal form.

Sportscover Privacy and Insurance

Sportscover and its agents are bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendment (Private Sector) Act 2000 and will be covered by the National Privacy Principles (NPP). These set basic standards relating to the collection, use, disclosure and handling of personal information.

You are entitled to access your information if you wish and request information if required. To view the complete Sportscover Privacy statement visit www.sportscover.com/privacy.htm

In case of incidents contact OAMPS Insurance Brokers Ltd, at PO Box 2481, North Parramatta NSW 1750
Ph: 02 8838 5704.

