

## Karting Australia

2015 Insurance Program handbook







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Dear Karting Australia Club Administrators and Members,

We have pleasure in enclosing details of the 2015 National Insurance Program for Karting Australia, which covers all affiliated clubs and their members.

The national scheme provides the following cover:

- · Public and Products Liability with Professional Indemnity insurance
- · Sports Injury (Personal Accident) insurance

Clubs and their members can also pay additional premiums for:

- Sports Injury (Personal Accident)
- Life Insurance
- Directors & Officers / Association Liability insurance
- · Race car and trailer whilst static and in transit
- Personal Travel insurance
- Club property
- Public liability for motor sport activities and trades (i.e non-Karting Australia activities)

#### Details of these covers are contained in the handbook following.

With regard to the insurance cover provided we encourage all participants to consider their own situations and take out other insurance cover accordingly. It should be noted that additional personal accident and loss of income benefits can be selected by individual members, with information and an application form being contained within this handbook. We encourage all participants to take out Private Health, Life and Income Protection Insurances according to their own individual circumstances.

Arthur J. Gallagher is part of Arthur J. Gallagher & Co (Aus) Limited, one of the largest risk management and insurance broking companies in the world. We offer specialist knowledge across a broad range of industry sectors and insurance risk categories. With more than 30 branches across all Australian states and territories, Arthur J. Gallagher delivers personalised local service backed by a global network of international expertise

Arthur J. Gallagher has over 30 branches across Australia, providing all classes of general and life insurance. They can meet the insurance requirements of all members and others associated with motor sport.

In addition to the information in this insurance handbook a Karting Australia mini-site on the Arthur J. Gallagher website provides extensive information regarding the insurance covers, including necessary application and claim forms. The web address for this mini-site is www.ajg.com.au/ka

Thank you for your valuable contribution to our great sport.

Regards

Kelvin O'Reilly

KDO' Keilly

**Brad Edwards** 

CEO

Karting Australia

Senior Account Executive

Brad Felwards

Arthur J. Gallagher

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## Introduction

Arthur J. Gallagher has been working in close partnership with the Australian sports industry for over thirty years developing insurance and risk protection programs that identify and address the risks associated with sport. We are delighted to work in partnership with Karting Australia to provide a program designed to improve all aspects of motor sport members' physical, legal and financial safety. This handbook has been specifically prepared for Karting Australia and its affiliated clubs and members.

## The handbook provides:

- An outline of the insurance covers provided, including the optional additional cover available.
- Explanation of the procedures to make a claim.
- Information on other important matters in regard to the insurance program

Insurance is part of an effective risk management program, being a means of addressing the financial implications of an accident. Preferable to lodging an insurance claim after the event is to take proactive action to prevent undesirable incidents occurring; this is what risk management is all about

Effective management of risks, which involves avoiding unwanted surprises, minimising losses and maximising opportunities, is critical to the continued development of motor sport. A structured program that provides a systematic approach to managing risk will ensure that the highest quality sport and recreation is delivered via best practice management.

Karting Australia is committed to delivering motor sport via best practices resulting in the highest levels of safety and urges all affiliated organisations to ensure that risk management and safety are embedded into the culture of the club.

It is critical that the various risk management policies and procedures produced by Karting Australia are embraced and applied to all club activities. In addition, clubs must actively assess the risk involved in every activity they conduct, some of which may be unique and not addressed by generic procedures of the sport, and take appropriate action to ensure a safe and enjoyable sporting experience.

Further to this - it is imperative that clubs have indemnity/ waivers (located on the Karting Australia website) signed upon membership. Furthermore, the indemnity/waiver must be signed by all participants whether members or not, including those involved in 'come and try days', plus anyone allowed into a restricted area (a restricted area is any area where there is the starting or movement of karts).

If you have any queries in regard to this insurance program or require assistance with any other insurance or risk management matters please give us a call on:

#### 1800 SPORT 5.

We look forward to providing exceptional service to the Australian motor sport community.





## Section A

## Arthur J. Gallagher team

Arthur J. Gallagher operates from all state and territory capitals and many regional centres with more than 30 branches across Australia. Our Australia-wide presence enables us to get close to our clients and understand their issues, to work alongside them to create solutions and provide personal service.

For advice on the cover provided by this insurance program or any other classes of insurance please contact the following Arthur J. Gallagher team members, designated to the Karting Australia program.

#### **National Account Manager**

Mational Account Manager			
National program contact	Brad Edwards	03 9412 2431 0439 749 083	sport.melbourne@ajg.com.au
	Mathew Lethborg	03 9412 1140 0409 852 838	sport.melbourne@ajg.com.au
	Matthew Giampiccolo	03 9412 1142	sport.melbourne@ajg.com.au
National Claims	Wayne Pulley	03 9412 2418	wayne.pulley@ajg.com.au

#### The capital city addresses of the Arthur J. Gallagher offices are as follows:

Melbourne L4, 289 Wellington Parade South, East Melbourne VIC 3002	Sydney L9, 60 Miller Street, Nth Sydney, NSW 2060	Brisbane L2, 601 Coronation Drive, Toowong QLD 4066
Adelaide 180 Greenhill Road, Parkside SA 5063	Perth L1, 21 Teddington Road, Burswood WA 6100	<b>Hobart</b> 137 Harrington Street, Hobart TAS 7000
0	D	

Canberra Darwin

10 Geils Court, Deakin ACT 2600 L2, 71 Smith Street, Darwin NT 0800

The Australia wide telephone number for The Arthur J. Gallagher Sports Department is 1800 SPORT 5 (1800 776 785). Calls made to this number within Australia result in the call going to the Arthur J. Gallagher capital city office in the state/territory from which the call was made.

## Karting Australia contacts

#### **National office**

PO Box 272, 1300 30 KART (1300 30 5278)

Penrith BC NSW 2751

#### Media enquiries

Lee Hanatschek Phone: 0403 531 914

Media & Marketing Manager Email: lee.hanatschek@karting.net.au

# Section B - Insurance program

#### Overview

The national program has been arranged on a group basis and includes the following insurance policies:

- 1. Public & Products Liability with Professional Indemnity
- 2. Sports Injury (Personal Accident) National group program

Optional additional insurance products and services:

- Life Insurance
- Directors & Officers / Association Liability
- Race Kart and trailer (static and transit)
- Personal Travel insurance
- Club property
- Public liability for motor sport activities and trades (i.e non-Karting Australia activities)

## 1. Public & Products Liability with Professional Indemnity

#### What is Public Liability and Professional Indemnity insurance?

Public Liability insurance covers liability that results from loss of or damage to property, loss of use of property and death or injury due to negligence. Professional Liability insurance indemnifies against claims for compensation for breach of professional duty by reason of any negligence by way of act, error, omission or advice.

#### Who is insured?

Karting Australia affiliated clubs and their members, licence holders, officials and volunteers.

Waivers and indemnities - All drivers participating in any event must be licensed by Karting Australia. All drivers, competitors, service and pit crew and officials must sign full waivers and indemnities (go to www.karting.net.au)

Non-members are not covered by the Public Liability policy (i.e if a claim of negligence is made against them by a third party).

#### Period of insurance:

From: 4.00 pm 31 December 2014 To: 4.00 pm 31 March 2016

Both Local Standard Time at the Insured's Australian head office

#### Limit of liability:

Public Liability

- any one occurrence \$50,000,000

Products/Pollution Liability

- any one occurrence and in the aggregate \$50,000,000

<u>Professional Indemnity</u>

- any one occurrence and in the aggregate \$5,000,000





#### **Policy Cover**

#### Section 1 - General Public and Products Liability

Such sums as the Insured shall become legally liable to pay in respect of claims made against the insured arising from insured events, namely:

- (i) any occurrence giving rise to personal injury,
- (ii) any occurrence giving rise to property damage,
- (iii) any occurrence giving rise to product liability in respect of the Insured's products,
- (iv) any occurrence giving rise to advertising liability

#### Section 2 - Professional Indemnity

To indemnify the Insured against any claim or claims for compensation first made against the Insured and reported to the insurers during the period of insurance for breach of professional duty in the conduct of the business by reason of any negligence whether by way of act, error or omission.

#### Indemnity includes:

- breach of professional duty arising out of those events declared in the calendar and those further events which the Insured may declare to the Insurers and the Insurers agree to accept from time to time throughout the Period of Insurance; and
- (ii) breach of professional duty arising out of professional advice given by any named Insureds whilst acting in their capacity as a motor sporting official, expert or the like irrespective of whether the professional advice is rendered of a Karting Australia sanctioned or permitted event or an unrelated matter.

#### Scope of activities covered

Indemnity is provided for those activities as permitted/sanctioned by Karting Australia. Principally, but not limited to, those types of activities declared in the calendar and those activities more specifically provided for in the Policy together with such additional activities for which Karting Australia may elect to specifically notify to, and be accepted by Insurers, from time to time.

#### What is covered?

#### (A) Motorsport activities (Karting Australia permit required):

- Motor racing, including practice and qualifying sessions (for all Karting Australia racing classes)
- Private practice
- Testing
- Tuning days
- Tuning sessions

- Free practice
- Tyre testing
- Category testing/test days
- Component testing
- Drive days
- Circuit familiarisation
- Corporate days
- Sponsor days
- Media days
- Sprints
- Film/video making (involving vehicles with not less than 4 wheels)
- Pit stop competitions
- Pit stop practice
- Demonstrations of any Karting Australia accepted category/class of vehicle
- Driver training and education road skills and race skills, from pre-road licence aged persons to race driver training
- Dyno tuning activities
- Practical training for accredited officials
- Track inspections
- Scrutiny/vehicle checking sessions
- Charity runs
- Car boot sales
- Garage sales
- Mobile displays
- Vehicle demonstrations
- Come and Try Activities\*
- Dealer Trade Licence\*

#### \* See pages 8 and 9.

## (B) Social / non-competitive activities (Karting Australia notification required):

- Non-competitive activity
- Social club runs picnic runs, night runs (members and trial members only no general public)

Section B - (continued)

#### (C) Other major policy extensions:

### Come and Try Activities

Come and Try Days or Come and Try activities ("Come and Try Activities") are designed to introduce potential new participants ("New Drivers") to the sport of karting under controlled conditions.

Come and Try Activities may be organised by a Club, a State Association or Karting Australia as either a standalone activity at a Karting Australia licensed Race Track or as part of a Race Meeting or social day at a Karting Australia licensed Race Track.

#### **Procedures for Come and Try Activities:**

#### Supplementary Regulations

- If a stand-alone Come and Try Activity is intended to be conducted, or if it is intended to conduct a Come and Try Activity as part of a Club social day, the organising body must complete and have approved, Supplementary Regulations detailing all matters surrounding the activity including the names and responsibilities of the KA Licenced Officials who will be in attendance to organise and run the activity.
- If a Come and Try Activity is intended to be conducted as part of a Race Meeting the details of the Come and Try Activity must be included in the Supplementary Regulations for the Race Meeting.

#### Supervision

 Karting Australia Licenced Officials must directly supervise all Come and Try Activities and must be present at the Race Track Area at all times when a Come and try Activity is in progress.

#### Permitted Karts

- New Drivers of the age 6-9 years ('Cadet 9') are only permitted to drive a kart complying with the Cadet 9 Class.
- New Drivers of the age 9-12 years ('Cadet 12') are only permitted to drive a kart complying with the Cadet 12 Class.
- New Drivers of the age 12-16 years ('Junior') are only permitted to drive a kart complying with Junior National Class.
- New Drivers over the age of 15 years ('Senior') are not permitted to drive a kart with an engine that is more powerful than 125cc Restricted or an Endurance kart as designated in the 2015 Karting Australia Manual ('Manual'), Class Rules, Chapter 27.

#### Karts On The Race Track

- No more than two (2) karts are permitted on the Race Track at any time.
- Karts should be staggered so that they are approximately half Race Track distance apart at all times
- Senior and Junior/Cadet (9 and 12) aged New Drivers are not permitted to be on the Race Track at the same time.
- Cadet (9 and 12) aged New Drivers are permitted to be on the Race Track at the same time.
- Karting Australia licensed drivers are not permitted to be on the Race Track at the same time as New Drivers.

#### **Preparations**

- New Drivers must be given a briefing on kart driving and circuit safety (including Flag Signals as detailed in Chapter 15) immediately prior to the start of the Come and Try Activity.
  - New Drivers must wear approved safety clothing including:
    - Race suit.
    - Properly fitted full face helmet,
    - Race gloves
    - Closed footwear.
- New Drivers must read and have explained to them
  the wording of the Indemnity form provided. New
  Drivers must acknowledge the terms and conditions
  of the indemnity must sign the indemnity form before
  being permitted to drive a kart
- If a New Driver is under 18 years of age, the New Driver and his or her guardian must both sign the indemnity form before the New Driver is permitted to drive a kart.

**Note:** Karting Australia's Sports Injury (Personal Accident) - National Group Program only provides cover for persons holding a current Karting Australia licence. i.e. non-licenced New Drivers participating in Come and try Activities are not covered for personal accident insurance.





#### Dealer Trade Licence activities

The Dealer Trade Licence ('DTL') is designed to allow holders of a Dealer Trade Licence to assist with introducing potential new participants ('New Drivers') to the sport of karting under controlled conditions.

Dealer Trade Licence Activities may only be organised by holder of a DTL as a stand-alone activity at a Karting Australia licensed Race Track.

Only those with registered business names associated with karting and current operational businesses within the karting industry are eligible to apply.

Holders of a Dealer Trade Licence are required to hold a current Public & Products liability insurance cover with a minimum policy limit of \$10,000,000 and certificate of currency is to be presented with their application form.

The holder of a Dealer Trade Licence must have proof of their licence available at all times while conducting a Dealer Trade Licence Activity.

#### **Procedures for Dealer Trade Licence:**

#### Recording of New Drivers

 The holder of the Dealer Trade Licence must complete a Karting Australia sign on sheet containing the details and number of laps completed by a New Driver throughout the day. This sheet, along with the indemnity forms must be forwarded to Karting Australia National Office within Seven (7) days of the activity

#### Supervision

 A Dealer Trade Licence holder must directly supervise all Dealer Trade Licence Activities and must be present at the Race Track Area at all times when a Dealer Trade Licence Activity is in progress.

#### Permitted Karts

- New Drivers of the age 6-9 years ('Cadet 9') are only permitted to drive a kart complying with the Cadet 9 Class.
- New Drivers of the age 9-12 years ('Cadet 12') are only permitted to drive a kart complying with the Cadet 12 Class.
- New Drivers of the age 12-16 years ('Junior') are only permitted to drive a kart complying with Junior National Class.
- New Drivers over the age of 15 years ('Senior') are not permitted to drive a kart with an engine that is more powerful than 125cc Restricted or an Endurance kart as designated in the 2015 Karting Australia Manual ('Manual'), Class Rules, Chapter 27.

#### **Preparations**

- New Drivers must be given a briefing on kart driving and circuit safety (including Flag Signals as detailed in Chapter 15) immediately prior to the start of the Dealer Trade Licence Activity.
- New Drivers must wear approved safety clothing including:
  - Race suit,
  - Properly fitted full face helmet,
  - Race gloves
  - Closed footwear.
- New Drivers must read and have explained to them the wording of the Indemnity form provided. New Drivers must acknowledge the terms and conditions of the indemnity must sign the indemnity form before being permitted to drive a kart
- If a New Driver is under 18 years of age, the New Driver and his or her guardian must both sign the indemnity form before the New Driver is permitted to drive a kart.

#### Karts On The Race Track

- No more than two (2) karts are permitted on the Race Track at any time.
- Karts should be staggered so that they are approximately half Race Track distance apart at all times.
- Senior and Junior/Cadet (9 and 12) aged New Drivers are not permitted to be on the Race Track at the same time.
- Cadet (9 and 12) aged New Drivers are permitted to be on the Race Track at the same time.
- Karting Australia licensed drivers are not permitted to be on the Race Track at the same time as New Drivers.
- A New driver can complete a maximum of 30 laps per activity

**Note:** Karting Australia's Sports Injury (Personal Accident) - National Group Program only provides cover for persons holding a current Karting Australia licence. i.e. non-licenced New Drivers participating in Dealer Trade Licence Activities are not covered for personal accident insurance.

Section B - (continued)

## Important Terminology

- Social / non-motorsport activities: including but not limited to, committee and club meetings, social gatherings, fund raising activities, working bees and the like;
- Individual Liability of Participants (Bodily injury): including 'Participant to Participant' liability except for Property Damage, subject to a sub-limit of \$5,000,000 any one occurrence;
- Member to Member Liability: including "Participant to Participant" liability except for Property Damage, subject to a sub-limit of \$5,000,000 any one occurrence;
- Cross Liability;
- Landing Area: Insured's legal liability arising out of the ownership, occupation or control of property used as a landing area for aircraft;
- **Contractual Liability**: to the extent that legal liability would arise in the absence of such contracts;
- Indemnity to Principals;
- Overseas Visits: whilst on the Insured's business:
- Medical Facilities and Rescue Services (CLAIMS MADE basis cover): Claims made against the Insured, during the Period of Insurance, arising out of negligence or improper treatment rendered by any medical facilities and/or fire services and/or rescue services and/or ambulance services including expenses incurred by the Insured for first aid rendered to others;
- Hold Harmless Agreements;
- Social Clubs, Sports Clubs and Welfare Organisations;
- Interest of the Commonwealth of Australia: for activities carried out on land owned or occupied by them;
- Motor Cycle Activities: Approved motor cycle activities at meetings run in conjunction with Karting Australia events;
- Students: engaged in work experience for the Insured;
- **Air Displays:** Legal liability as Organisers / Principals of air displays at Karting Australia events;
- Waiver of Subrogation;

Note: The cover outlined is a broad summary only - please refer to the policy wording for details of the terms and conditions, including exclusions. Contact Arthur J. Gallagher for a copy of the policy wording.

#### What is not covered? Major policy exclusions.

- Claims where the Insured is liable under any Workers or Workmen's Compensation or Accident Compensation legislation;
- Driver/entrant/crew to other driver/entrant/crew in competing vehicles whilst both are competing in the same event and/or practicing in any form, for Property Damage only;
- Contractual liability except as outlined above in the extensions section;
- Liability caused by any aircraft or arising out of any work therein or thereon;
- Pollution other than sudden, identifiable, unintended and unexpected.

## Frequently Asked Questions - Liability Insurance

#### Q1 Contractors, subcontractors, hirers & Service providers

Does the Karting Australia policy cover the liability of contractors, subcontractors, Hirers and other service providers?

**No.** The Karting Australia policy provides no indemnity to third party persons or organisations for liability they may incur as a result of their own negligence in respect to their activities at Karting Australia permitted events. A Certificate of Insurance must be obtained from all individuals or entities that are not insured under the Karting Australia public liability policy and provide goods and/or services for an event. This includes any third party person or entity that will be conducting activities at the facility.

The third parties must prove that they have current Workers' Compensation cover for their employees (where applicable) and provide a Certificate of Insurance that proves that they have current Public Liability insurance that:

- Provides a limit of liability of not less than \$10,000,000; and
- Has been extended to indemnify the Insured as Principal in respect of such liability.

Where the third party involved is conducting motorsport / vehicular activities the club must also ensure that their public liability insurance covers them for negligence associated with those activities. A standard public liability policy is unlikely to provide indemnity for legal liability incurred as a result of participation in motorsport activities, hence the importance of ensuring that the third party involved has appropriate insurance protection in place.





#### Q2 Hold harmless clauses

Our local council or venue owner would like us to sign an agreement with a hold harmless clause. Does this comply with our policy?

Insurance does not and cannot cover all claims; policy exclusions and conditions will apply irrespective of such an indemnity. Any club (or individuals) providing such an indemnity is a self-insurer for the difference between any insurance payment and the amount arising due to the indemnity. Noting the interests of a third party provides protection only in respect of claims that may be brought against those entities where such liability is directly resultant from the negligence of the insured in accordance with the stated Business of the Insured as defined in the policy and only in respect of the defined event conducted under a Karting Australia permit. Contact Arthur J. Gallagher if you are unsure about any requests.

#### Q3 Non-members

Are non-members protected by Karting Australia public liability insurance for liability they incur as a result of their negligence?

**No.** Any participant in an event (including social events) who is not a member of a Karting Australia kart club, or does not hold a single event licence is not covered by Karting Australia insurance Non-members (i.e guest/prospective members) should obtain permission from Karting Australia to be covered by Karting Australia insurance.

#### Q4 Officials / volunteers

What is the insurer's definition of Officials / Volunteers?

An Official / Volunteer is a person whose duty it shall be to direct and control competitions and may include stewards of the meeting, chief observer, clerk or director of the course, secretary of the meeting, medical officers, fire officers, time keepers, chief scrutineer, scrutineers and machine examiners, observers, Spectator Area Marshalls, Marshal Zone Security Officials, flag marshals, judges, handicappers, starters and such other officials / volunteers as the organisers, Karting Australia may deem necessary. They shall be termed Officials and/or Volunteers and may have assistants to whom any of their duties may be delegated. An Official/Volunteer may also be an individual person who places him/herself at the disposal of the event organiser for the purpose of assisting in the conduct of an authorised Karting Australia motor sport event.

#### Q5 Property owners

Does the Public Liability Insurance meet the requirements that property owners such as councils may require as part of their lease agreement?

**Yes.** The intention of the Karting Australia Liability policy is to indemnify all property Owners whist their Property is being used for a Sanctioned Karting Australia event in respect to any claims arising directly from the Motorsport Activity occurring on the Property Owners land. Please contact the Karting Australia Permit department should a Certificate of Insurance be required to note the interests of the property owner.

#### Q6 Social / non-motorsport activities

Does the liability policy cover us for club social / non-motor sport activities?

**Yes.** The public liability section covers liability resulting from non-motor sport activities such as, but not limited to, committee and club meetings, social gatherings, fund raising activities, working bees and the like. Contact the Karting Australia Permit department regarding social permits required for certain activities.

A permit is not required for club meetings or working bees.

## 2. Sports Injury (Personal Accident) - National Group Program

#### Period of insurance

From: 4.00 pm 31 March 2015 To: 4.00 pm 31 March 2016

Both Local Standard Time at the Insured's Australian head office, after which time a new annual policy will be renewed.

#### Who is insured

Category 1 -

- (a) Drivers (including Guest Overseas Drivers), Pit Crew aged 16 or over in paid occupation.
- (b) Drivers (including Guest Overseas Drivers), Pit Crew aged 16 or over not in paid occupation.
- (c) Junior Drivers (including Guest Overseas Drivers), Pit Crew aged 5 to 16 years.
- Category 2 (a) Authorised Officials and Marshals
  - (b) Voluntary Workers

Section B - (continued)

#### Age limit all categories:

Category 1 - 5 to 70 years of age (any person requiring cover aged over 70 must be declared to the

insurer for approval).

Category 2 - 5 to 80 years of age.

#### Amount of cover

1	Death and Capital Benefits - All Categories	\$75,000
	Cat 1: Benefit reduced for persons under 16 years of age and over 70 years of age	\$10,000
	Cat 2: Officials - Benefit reduced for persons under 16 years of age and over 70 years of age	\$75,000
2	Temporary Total Disablement:	85% of weekly income up to a
		Maximum Benefit of \$500 per week. (limited to 104 weeks)
3	Temporary Partial Disablement	Loss of Salary up to \$200 per week
		(limited to 52 weeks)
4	Ambulance costs - per any one injured person	Maximum \$5,000
5	Non Medicare Medical Expenses (but excluding Services for which the Insured is eligible to receive a Medicare Benefit and also, no benefit is payable in respect of the Medicare gap between payment by Medicare and charges incurred). Excess \$100 if the claimant is not in a Health Fund. Nil if they are in a Health Fund.	85% of eligible expense, after reimbursement from a recognised private Health Fund, up to a Maximum of \$5,000.

#### Further Information On Non-Medicare Medical Expenses

If during the Period of Insurance and whilst on the voluntary work of the Insured, an Insured Person suffers from an Injury, We will pay the Non-Medicare Medical Expenses incurred up to the amount shown on the Schedule against Endorsements - Non-Medicare Medical Expenses.

Definitions under non-medicare medical expenses

#### Non-medicare medical expenses means

- (a) expenses incurred within twelve (12 calendar) months of sustaining an Injury: and
- (b) expenses paid by an Insured Person or by the Insured for Doctor, Physician, Surgeon, Nurse, Physiotherapist, Chiropractor, Osteopath, Hospital and/or Ambulance services for the following treatments:

Medical

• Chiropractic

Hospitalisation

Surgical

Osteopathic

Nursing

X-ray

Physiotherapy

#### **But excludes**

- Dental Treatment, unless such treatment is necessarily required, to teeth other than dentures and is caused by the Injury referred to in (a) above, and
- Services for which the Insured is eligible to receive Medicare benefits.

#### Conditions applying to non-medicare medical expenses

- Any benefit payable is less recovery made from any Private Health Insurance Fund.
- No benefit is payable in respect of the Medicare gap between payment made by Medicare and charges incurred.





#### Amount of cover (continued)

6	Emergency Home Help	Maximum \$200 per week
	- payable for up to 52 weeks. 7 day excess	
7	Student Tutorial Expenses - payable for up to 52 weeks. 7 day excess	Maximum \$250 per week
8	Funeral Expenses	100% Maximum \$3,000
9	Injury Rehabilitation Benefit	Maximum \$5,000
10	Out of Pocket Expenses - Non Income Earners Only	Maximum \$2,000 (Expense reimbursement up to maximum of \$250 per week)

## Sports Injury (Personal Accident) Policy Cover

#### Category 1

Whilst participating in any motor sport event at Club and Multi-Club Level, State Level, National Level, International Level in sprint, endurance, speedway racing and other motoring events organised and supervised by the Insured including whilst actually engaged in official practice sessions authorised and under the control of the Insured.

#### Category 2

- a) Whilst engaged in official motor sport duties under the control and authorisation of the Insured. Cover commences from the time of the Insured Person leaves his/her normal place of residence or place of business, whichever is the place of departure for the commencement of his/her duties &, continues until the Insured Person returns to his/her residence or place of business, whichever occurs first.
- b) Whilst engaged in official motor repair duties under the control and authorisation of the Insured at Motor Race meetings. Cover commences from the time the Insured Person leaves his/her residence or place of business, whichever is the place of departure for the commencement of his/her duties and, continues until the Insured Person returns to his/her residence or place of business, whichever occurs first.

**Note 1:** This is a broad summary of cover only. Refer to the policy wording for the terms, conditions and exclusions of cover. Contact Arthur J. Gallagher for a copy of the policy wording.

## Frequently Asked Questions - Personal Accident Insurance

Are non-members covered by Karting Australia personal accident insurance?

No. Any participant in an event (including social events) who does not hold a Karting Australia licence is not covered by Karting Australia personal accident insurance (nor public liability cover).

Non-members (i.e guest / prospective members) should obtain an E grade practice licence or a 'single event licence' to be covered by Karting Australia insurance.

\*See page 16 for further Frequently Asked Questions on claims procedures

## Section C - Claims procedures

### General information

The following basic rules will assist in the smooth and speedy settlement of all claims:

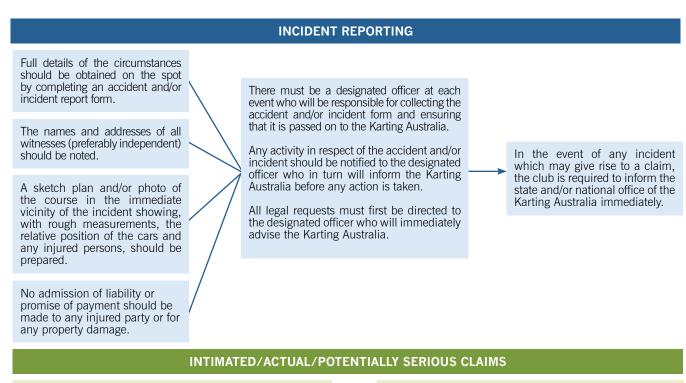
- Notify claim to the appropriate person/party as soon as possible.
- · At no stage should liability be admitted.
- All summons/writs concerning insurance must be sent to Arthur J. Gallagher Limited.
- When a criminal act is involved or suspected, the police must be notified.
- Receive insurer's authorisation prior to repairing/replacing damaged property or equipment, except in instances where there is potential for further loss or damage, whereupon immediate action should be taken.

More detailed instructions relative to specific types of claims are provided on the following pages for:

- Public Liability and Professional Indemnity
- Directors & Officers / Association Liability
- Sports Injury (Personal Accident)

## Public liability claims - incident reporting procedure

The following diagram provides a valuable summary of the incident reporting procedure.



The designated officer, as a matter of urgency and where possible, should advise the Karting Australia the same day as the letter or service of the proceedings are received.

#### Arthur J. Gallagher. Sport

immediately advised.

Where a letter is received intimating a claim against the Insured, whether from a driver, a driver's family, any third party, or from lawyers or proceedings are served, prompt action is vital. The designated officer must be





## Public Liability claims procedures (continued).

Highlighting important aspects included in the previous diagram:

#### 1. Incident Reporting

In the event of any incident which may give rise to a claim, the Affiliated Club/Track Owner/Operator is required to immediately inform the State and/or National office of Karting Australia.

The most important points to be borne in mind upon the happening of an incident likely to involve a claim are:

- full details of the circumstances should be obtained on the spot by completing an Accident and/or Incident Report form;
- the names and addresses of all witnesses (preferably independent) should be noted;
- a sketch plan of the course in the immediate vicinity
  of the incident showing with rough measurements, the
  relative position of the cars and any injured persons,
  should be prepared; and
- no admission of liability or promise of payment should be made to any injured party or for any property damage.

Any activity in respect of the incident/circumstance should be notified to the Karting Australia Steward who in turn will inform Karting Australia before any action is taken.

All legal requests must be immediately advised to Karting Australia.

#### 2. Intimated/Actual Potentially Serious Claims

Where a letter is received intimating a claim against the Insured, whether from a Driver, a Driver's family, any third party, or from lawyers or proceedings are served, prompt action is vital. The designated officer (as appropriate and as noted above) must be immediately advised.

The designated officer, as a matter of urgency and where possible, should advise Karting Australia the same day as the letter or the service of the proceedings are received.

## 3. Documents to be sent to Karting Australia must include the following

- Completed Accident and/or Incident Report form
- Copy of the letter of complaint
- Writ/Court documents

Comments from the person who carried out any treatment at the scene and the track management comments.

#### 4. Important information

- Do not admit liability nor offer any payment
- Do not appoint solicitors without consent of Karting Australia

 Do not disclose policy terms unless legally required to do so.

It is a requirement of Karting Australia that they be advised of all incidents/ circumstances, which might give rise to a claim against you or them. It is important that Insurers are notified of potential claims at the earliest opportunity so that a response can be agreed.

## Minimising Claims and Injuries

Insurance is quite often one of the largest expenses for a sporting organisation. Premiums for sports insurance are largely based on claims experience. This means that if the frequenc and scope of claims increase each year, it is most likely the premium will increase accordingly or cover will need to be reduced.

The only way to avert premiums increasing each year is to contain or reduce the number of claims you have. But effective management of risk, involving avoiding unwanted surprises, minimising losses and maximising opportunities goes much further than controlled insurance premiums. It is critical to the ongoing development of any organisation.

Effective risk management requires a structured program that provides a systematic approach to managing risk, ensuring that the highest quality of motor sport is delivered via best practice management. It addresses physical, financial, legal and political risk in areas such as safety, compliance, finance, program operation and image and reputation. It is an ongoing process subject to continual monitor and review.

Arthur J. Gallagher is committed to working with Karting Australia and its affiliates to assist them in delivering motor sport using best practices and will provide risk management resources in this regard. From the insurance aspect this includes providing regular claims and injury reports with the aim of identifying injury intervention strategies. This data is useful to you, but there are many other ways that your organisation can aid in reducing losses and help prevent injury.

These include:

- 1. Ensure that people who handle claims for your organisation understand that the claims paid have a direct result on the premium your club pays.
- 2. Ensure all claims are genuine and that they are not pre-existing or occurred at activities other than whilst representing your organisation.
- 3. Keep an eye out for members who are obtaining a high amount of medical rehabilitation treatment.
- 4. This idea of trying to minimise injuries is not only for the benefit of your insurance premiums, but more importantly, to reduce a potential loss to your member.

Section C - (continued)

## Sports Injury (Personal Accident) Claims

Refer to Incident Reporting Diagram located on page 17.

All claims should be lodged at least within 30 days of the date of injury. When a participant is injured and wishes to submit a claim the following procedure needs to be followed:

- 1. Obtain a claim form via our web site **ajg.com.au/ka**. Notify KA of the incident/injury via email.
- Complete the Claim Form, ensuring that all relevant sections of the claim form are completed. If claiming loss of income benefits ensure that proof of average weekly earnings is provided e.g. pay slip, letter from employer. Refer to claim form instructions for further information.
- 3. Return the completed claim form to:

Arthur J. Gallagher & Co (Aus) Limited Sports Claims Department PO Box 852 East Melbourne VIC 8002

The Karting Australia specialist claims officer is:

Wayne Pulley

Phone: 03 9412 2418

Email: wayne.pulley@ajg.com.au

An 'Acknowledgement of Claim' notice advising the claim number will be forwarded direct to the claimant within three (3) working days of receipt by the Arthur J. Gallagher office. All medical expenses, tax invoices, receipts and private health insurance rebate statements should be sent in with the claim form. Any incomplete details or additional requirements will also be advised at this time.

- 4. Ongoing loss of income claims will require medical certificates at least every two weeks.
- 5. Itemised non-Medicare medical expenses receipts for reimbursement should be sent to Arthur J. Gallagher periodically, ensuring that the claimant's name and claim number is clearly identifiable.

## Frequently Asked Questions - Personal Accident Claims

#### Q1 Emergency transport benefits

What is the process for claiming for emergency transport benefits?

- 1. Incident occurs (Event Command will have log of the incident and is responsible for submitting incident report to Karting Australia).
- 2. Transport provided.
- 3. Competitor is billed by transport provider.

- Competitor claims via private/public insurance (depending on State) in first instance. Private/public insurance may not cover full cost of transport which can then be claimed against the Karting Australia personal accident policy.
- Gap between private/public insurance can be claimed against Karting Australia personal accident policy. The Karting Australia personal accident cover is conditional on the event incident reports/logs being received from Organisers.
- 6. Claim for emergency transport occurs after account with transport provider has been settled

Competitors are encouraged to settle their account directly with the transport provider before seeking reimbursement through the Karting Australia personal accident policy. This will ensure that the competitor does not incur penalty charges. However, the Karting Australia insurer can pay the emergency transport provider directly, under the following circumstances. When private / public insurance exists: once competitor has claimed via private / public insurance, the benefit statement and emergency transport invoice can be lodged with the Karting Australia personal accident claim and the Karting Australia insurer will settle the gap directly to the transport provider.

#### Q2 Medicare gap

Does this insurance cover the 'gap' between the cost of medical treatment and the Medicare rebate e.g. physicians, surgeons, anaesthetists?

No. Government legislation does not allow it. This policy cannot by law cover medical expenses that are covered by Medicare, including the gap between the expense and the Medicare rebate. However, if an injured Karting Australia member is covered by private health insurance, the personal accident policy will likely pay the balance above the private health insurance refund, subject to the percentage reimbursement agreed, the limit per injury and the excess applicable.

#### Q3 Weekly benefits - timeframe for payment

If I am eligible, what is the ongoing timeframe for payments of the weekly benefit?

Once the initial paperwork has been received and processed and the benefit has been deemed as available to your situation, our claims team will request that you provide a doctors certificate outlining the dates that you are away from your employment and the condition from which you currently suffer. This process would normally take two weeks if all parties supply information as requested. Ongoing payments cannot be made within two weeks of the date the previous medical certificate ends. i.e. If a payment is made for the period ending 10/03/15, the next payment will not be processed until 24/03/15.





## Section D - Other matters

#### Certificates of Insurance

A generic Certificate of Insurance is contained in the Appendix of this handbook or a tailored Certificate of Insurance can be obtained through Arthur J Gallagher's web site:

agj.com.au/ka.

## The Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty under the Insurance Contracts Act 1984, 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, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of a 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 his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

#### Non - Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

N.B. The disclosure is especially important in matters relating to the physical risk, past claims, cancellations of insurance covers, the imposition of increased premiums etc. and any matters that might affect the acceptance of the risk (such as insolvency or criminal convictions).

Your duty of disclosure must be taken seriously as it may affect your right to claim. Disclosure is not limited to matters applying to the insured named in the policy but includes other past businesses or private insurances.

### The average clause (under insurance)

Many policies contain a co-insurance (or average) provision whereby you may be required to bear a rateable proportion of the loss in the event that the sum insured is less than the value of the insured property at the commencement of the insurance. Sums insured should be such as to ensure you are not penalised by this provision.

## Hold harmless agreements

You will prejudice your rights of a claim if, without prior agreement from your insurer, you make any agreement that may prevent the insurer from recovering the loss from a third party.

These 'hold harmless' clauses are often found in leases, in maintenance or supply contracts (e.g. from burglar alarm or fire protection installers), building or repair contracts and sales agreements. If you are in doubt consult us.

This notification requirement applies to all Property insurances and also to Public Liability insurance. It has a special connotation in Products Liability where you must not without the insurer's agreement, indemnify or hold a supplier harmless.

## Insuring the interest of other parties

If you require the interest of any additional parties to be covered you MUST request this. Most policy conditions will exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is properly noted on the policy. Please contact your nearest Arthur J Gallagher office if you require a Certificate of Insurance with an interested party noted.

#### Utmost Good Faith

Insurance contracts are subject to the doctrine of Utmost Good Faith and this is part of the law.

Both parties must strictly adhere to Utmost Good Faith and if you fail to do so, you may prejudice any claim.

Section D - (continued)

## Change Of Risk Or Circumstances

It is our duty as brokers to give you sound professional advice, but that advice can only be sound and valid if we are kept properly informed of changes and developments to your business or circumstances.

It is imperative you advise us of location changes, of new business activities, radical departure from your normal form of business or change in products as such have a tremendous bearing on the adequacy of your insurance program. Your insurers have assessed and accepted your risks on the basis of information given - any variation of those details could lead to an uninsured loss if they are not disclosed.

For example, an insurer may well accept an engineering risk but no longer give cover if a woodworking activity is entered into. In liability insurance, underwriters must be informed if the nature of your business changes and, specifically in Products Liability, if your product range changes or you are involved in products not previously made known to underwriters. In Personal Accident insurance, a change in occupation could prejudice your cover.

In order to ensure proper protection, please consult with us if you are in doubt as to whether an insurer should or should not be told of certain changes. We would rather give you the extra service by answering those queries, than allow you to take the risk of losing your proper protection under your insurance policies.

## **Privacy Statement**

Arthur J. Gallagher will protect your personal information. All companies within the Group are subject to the Australian Privacy Principles (APP) as set out in the Privacy Act (1988) (Cth). The APP governs the way we collect, use, disclose and secure information about you. The NPP also permits you access to the information we hold about you in order to correct or update auto-infection may be held on behalf of Arthur J. Gallagher by organisations outside the Group in order to provide services to us (Arthur J. Gallagher).

#### Why do we require your personal information?

The personal information collected and maintained by Arthur J. Gallagher comprises your name, address, contact details and information specific to, and required for, the service or product that we provide to you. For some products and services we also collect and maintain sensitive information. This may include information about your health, membership of trade unions or professional associations and any criminal convictions you may have.

The information collected allows us to:

- Assess risks
- Properly administer your claims or claims brought against you
- Provide insurance, financial and investment advice
- Arrange and place insurance cover
- Source and facilitate finance

Initiate and maintain your and/or your employees' membership of superannuation funds

#### Disclosure of your personal information to third parties

Arthur J. Gallagher may seek the services of relevant third party suppliers (e.g. insurers, agents, loss adjusters, risk managers, investment managers, external administrators, mail-houses etc) to carry out specialised activities. Some of these third parties are appointed by Arthur J. Gallagher to perform specific tasks on a case-by-case basis, others provide insurance and financial services to you as recommended by us. Where your personal information is provided to these third parties to enable them to perform their agreed activities, they are required to abide by the National Privacy Principles and use the personal information provided for the sole purpose of supplying their specific services.

## Contacting us about access and correction of your personal information

Arthur J. Gallagher aims to ensure that your personal information is accurate, up to date and complete. Please contact your local Arthur J. Gallagher office if you:

- Would like to seek access to, or revise your personal information
- Believe that the information we currently have on record is either incorrect, incomplete or both

#### Direct marketing and your privacy

We regularly distribute to our clients general information and newsletters regarding Arthur J. Gallagher products and services.

From time to time we may wish to supply you with specific information regarding some of our products and services, which we believe may be of interest to you. If you do not wish to receive this additional (directly marketed) information, please contact your local Arthur J. Gallagher office.





#### **Privacy Complaints**

If you believe that we have not protected your personal information as required under the APP and you wish to make a formal complaint, you are able to contact our National Privacy Complaints Officer on 1800 068 000. You may also email full details of your complaint to **privacy@ajg.com.au.** 

Your complaint will be managed via Arthur J. Gallagher Internal Privacy Complaint Procedure. This procedure assures you of a timely and accurate response to your complaint.

## Notice Regarding this Manual

This manual provides a summary of cover only and does not replace, take precedence or form part of the insurance contracts arranged by us on your behalf. The insurance contracts, which are held by KA, provide details of the insurance terms, conditions and exclusions.

This manual is not intended to be a complete or exact guide to terms, conditions, warranties and exclusions of your insurance contracts. These can only be determined by studying the policy documents. This manual is intended to give you a broad working knowledge of the covers in place.

This manual is not to be construed as legal evidence of insurance.

It is essential that you comply with all relevant laws, bylaws and regulations. You must take all due and reasonable precautions to prevent or mitigate losses, acting as though you were uninsured. Failure to do so may prejudice your rights and entitlements under your various insurance policies. Please do not hesitate to contact us should any assistance be required.







## Karting Australia | Sports Injury claim form Return completed form to:

Return completed form to: Arthur J. Gallagher & Co (Aus) Limited PO Box 852, East Melbourne VIC 3002

Injured: (please tick)		Event:	
Driver Crew Member	Pit/Service Crew	Track Name:	
☐ Official ☐ Volunteer		Track City:	
Club	_	Event Name:	
Name:		Event Type:	
Address:		Vehicle Type:	
City:		Vehicle Number: _	
State: Postcode:			
Phone:			
D.O.B: Age:			
Sex: M F			
Email:	_		
Injured: (please tick)	Tim	e	Disposition
Date of injury:		Morning	On-Site Care Only
Injured Body Part:		Afternoon	Ambulance to Hospital
Injury Type:		Evening	☐ Fatality
		ights	Refused Treatment
(Sprain, Fracture, Concussion etc)			
Occasion	Location	Activit	ty
Morning	Garage Area	☐ Ra	cing
Pre-Race Preparation	Pits (Entrance) (Exit)	То	/ From Pits
Qualifying Run/Trials	Start/Staging Area	Ve	hicle Maintenance Report
During Race	Turn #	Lo	ading / Unloading
During Race/Yellow Flag	Straightway	L Otl	her
Between Races	Grandstand		
Non-Race Business	Other		
Situation	Special Circumstances	Estima	ated Absence from Racing
Hit by Racer	Lost Wheel	Le:	ss than One Week
Hit Racer	☐ Left ☐ Right ☐ Front ☐ Rear	On	ne – Three Weeks
Hit Fence/Wall	Stuck Throttle	☐ Mo	ore than Three Weeks
Hit by Debris (log/rock) (Vehicle part)	Wet Track	□ No	ot Applicable
Fell (Slip) (Trip) (Pushed)	Other		
Other			

## Sports Injury claim form (continued)

Describe How Acc	ident Happ	pened?	?							
Person who can at	ttest to inju	ıry:								
Print Name:					Phone:					
Was there anyone	else injure	d?								
Treatment										
Was hospital treati	ment requi	red	Yes No	If 'No' – did	you visit your GP? If 'Ye	es' GP d	etails?			
Name of Doctor										
Address										
Hospitals – if you	were admi	tted to	hospital, or trea	ted as an out	-patient, please give det	ails:				
	Name			Address	S	Fro		То		
(a) Inpatient	(a)			(a)		(a)				
(b) Outpatient	(b)		(b)	(b)			(b)			
	Name		Address	Address			Telephone Number			
Give details of	1.	1.		1.				1.		
all attending physicians	2.			2.				2.		
priyererane	3.		3.	3.			3.			
When did you sto	p work			Time:	am/pm	Date:				
When did you firs	st obtain tr	eatme	nt from a doctor?	? Time:	am/pm	Date:				
Name of Doctor										
Address										
Is this Doctor still	treating yo	ou for	the injury? Yes	□No□	Is this yo	our regu	lar Doctor	Yes No		
If 'No' give details	S:									
Regular Doctors I	Name									
Address										
				State			Postco	de		
Is there any injury	(past or p	resent	) affecting your c	urrent disabil	ity? Yes No					
If 'Yes' give details	:									
Are you now:										
Recovered				When did yo	ou return to work?		/_	/		
Partially Disabled				When did yo	ou return to work?		/	/		
Totally Disabled				When do you	/hen do you expect to return to work?			/		

### Sports Injury claim form (continued)





nave you made, or will	you make a	a Clailli ioi Di	anems unde	erany					
Workers Compensation	Act or Ordin	nance becau	se of the inj	jury?	Yes I	No 🗆			
If 'Yes', give details		Name			<i>P</i>	Address			
Employer									
Workers Compensation	Insurer								
Are you entitled to claim	benefits fr	om any Heal	 lth Fund, Fr	iendly Society	/?				
Yes No		Name of F	- -und			Address			
103 - 100 -									
If so what benefits will y	ou he clair	ming?							
ii so what benefits will y	ou be clair								
		C 1 C1		1.T. (f; D.);	(OTD):				
Have you or will you ma	ke a ciaim			ad Iraπic Polic					
Yes U No U		Name of i	nsurer ———			Address			
Employment If self Employed									
Please attach proof of ea	_	r the past 12	2 months (e	.g. Tax Returr	ı or letter	from your ac	counta	ant)	
Who is your Accountant	?								
Name									
Address				<del> </del>					
		State		Postcode			T	Telephone	Number
If Employed as a Wage	Earner								
What are your gross ave	rage weekl	y earnings		\$					
Please attach proof (e.g.	Pay slip (r	minimum of	4 pay slips	required), lett	er from e	employer)			
Who is your Employer?									
Name									
Address									
		State		Postcode			T	Telephone	Number
DECLARATION AND AU  I declare that the informati					_	d complete and	that I	have not w	ithhold any
information that could effec	ct this claim.			,		·			
I authorise any hospital, pl any Sickness or Injury, med									ation with res
I authorise that information									
I agree that a Photocopy of	this author	isation shall be	e considered	as effective as	the origina	al.			
Signature of insured Pe	rson					Date		_/	/
Name of injured persor	1								(Please print)
Occupation of insured p	person								
Claimants Bank Accour	it details fo	or direct dep	osit settlen	nents.					
Account name			_						
BSB number			Accou	ınt number					

N.B. THE MEDICAL CERTIFICATE MUST BE COMPLETED.

## Medical Practitioners Statement to Company

### THE POLICYHOLDER IS RESPONSIBLE FOR ANY FEE FOR THIS STATEMENT

THIS FORM SHOULD BE COMPLETED AND RETURNED TO ARTHUR J. GALLAGHER PROMPTLY

	_ give details _ give details
If available please provide a copy of X-ray report  Is this condition an injury or an illness Does the patient have any other injury or illness that is contributing to the condition? No Yes  Is condition due to injury or sickness arising out of the patients employment? No Yes  Was the disability sports related? No Yes  Date of onset/first symptoms	
Does the patient have any other injury or illness that is contributing to the condition? No Yes  Is condition due to injury or sickness arising out of the patients employment? No Yes  Was the disability sports related? No Yes  Date of onset/first symptoms  When did the patient first consult you for this condition?  Has the patient ever had the same or similar condition?  No Yes	
Does the patient have any other injury or illness that is contributing to the condition? No Yes  Is condition due to injury or sickness arising out of the patients employment? No Yes  Was the disability sports related? No Yes  Date of onset/first symptoms  When did the patient first consult you for this condition?  Has the patient ever had the same or similar condition?  No Yes	
Does the patient have any other injury or illness that is contributing to the condition? No Yes  Is condition due to injury or sickness arising out of the patients employment? No Yes  Was the disability sports related? No Yes  Date of onset/first symptoms  When did the patient first consult you for this condition?  Has the patient ever had the same or similar condition?  No Yes	
Does the patient have any other injury or illness that is contributing to the condition? No Yes  Is condition due to injury or sickness arising out of the patients employment? No Yes  Was the disability sports related? No Yes  Date of onset/first symptoms  When did the patient first consult you for this condition?  Has the patient ever had the same or similar condition?  No Yes	
Does the patient have any other injury or illness that is contributing to the condition?  No Yes  Is condition due to injury or sickness arising out of the patients employment?  No Yes  Was the disability sports related?  No Yes  Date of onset/first symptoms  When did the patient first consult you for this condition?  Has the patient ever had the same or similar condition?  No Yes  No Yes	
Is condition due to injury or sickness arising out of the patients employment?  No Yes  Was the disability sports related?  No Yes  Date of onset/first symptoms  When did the patient first consult you for this condition?  Has the patient ever had the same or similar condition?  No Yes  No Yes	
Was the disability sports related?  No Yes  Date of onset/first symptoms  When did the patient first consult you for this condition?  Has the patient ever had the same or similar condition?  No Yes  No Yes	
Was the disability sports related?  No Yes  Date of onset/first symptoms  When did the patient first consult you for this condition?  Has the patient ever had the same or similar condition?  No Yes  No Yes	_ give details
Date of onset/first symptoms  When did the patient first consult you for this condition?  Has the patient ever had the same or similar condition?  No Yes — - g	
Date of onset/first symptoms  When did the patient first consult you for this condition?  Has the patient ever had the same or similar condition?  No Yes — - g	
When did the patient first consult you for this condition?  Has the patient ever had the same or similar condition?  No Yes — g	– give details
When did the patient first consult you for this condition?  Has the patient ever had the same or similar condition?  No Yes — g	
Has the patient ever had the same or similar condition?  No Yes — g	
University of the second secon	
How long have you been the patients usual doctor/medical practice?	ive detail
Name of patients usual doctor/medical practice	
Has the patient had surgery or is it anticipated?	
110 — 100	
Date performed or anticipated / Give name of hospital	
	ota a ota a data da
Did you provide other medical services (including pathology) to the patient? No Lyes L-iter	nise, give details
Date/	
Date / /	





## Medical Practitioners Statement to Company

THE POLICYHOLDER IS RESPONSIBLE FOR ANY FEE FOR THIS STATEMENT
THIS FORM SHOULD BE COMPLETED AND RETURNED TO ARTHUR J. GALLAGHER PROMPTLY

Was the patient referred by	you or to you?	No Yes — give details
Please provide name and	Name	
address or referring doctor	Address:	
Date of referral	//	
Is the patient still disabled?		
No — When did the property — How long with	patient return to work?	
	·	
_	nable to perform any part of their occupation)  / to / /	
	unable to perform any part of their occupation)	
If partially disabled, what du	ties could the patient perform and for how many hours	a week?
		hours per week
No Yes — give details  Name of company and clain	rs Compensation insurer, sports body or any other insu	rance body:
Contact name and telephone		
Remarks	1	
Signature of medical practition	oner	
Name – print	1	Date//
Qualifications		
Address		









#### **SLE Worldwide Australia**

A.B.N 15 066 698 575

Level 11, 56 Clarence Street SYDNEY NSW 2000 Telephone 61 (2) 9249 4850 Facsimile 61 (2) 9249 4840 License No237268

#### **Certificate of Currency**

**Type Of Cover**Public and Products Liability Insurance

Period Of Cover 31 December 2014 to 4.00pm 31 March 2016

**Insured**Australian Karting Association Ltd and its affiliated

organisations including Karting (New South Wales) Inc, Karting (WA) Inc, Victorian Karting Association Inc, Australian Karting Association (SA) Inc, Karting Tas Inc, Australian Karting Association (NT) Inc, Australian Karting Association Queensland t/as Karting Queensland and all Affiliated and Associated clubs, together with all individual participating members, Committee members, Trustees, License Holder, Officials, Instructors/Coaches, Employees and Volunteer workers, the CEO and the Board of AKA Ltd

The Business Principally the administration, organising, preparation and

conducting of kart events, official practice sessions, education programs, come and try days, declared working bees, declared fund raising events, declared corporate days, static displays, property owners, lessors and lessees,

activities including tuition, instructional training

Scope of Cover Legal liability to third parties in respect of bodily injury or

property damage arising from the business of the Insured

Indemnity Limits Public Liability

\$50,000,000 any one occurrence

**Products Liability** 

\$50,000,000 any one Period of Insurance

**Professional Liability** 

\$5,000,000 any one Period of Insurance

(This sub section only applies to the Track Safety Officers, the National Track Safety Inspector, the Board, AKA Executive Commission, National Medical Officer, National Technical Commissioner, National Official's Co-ordinator,

the CEO and AKA staff.)

**Deductible** \$15,000 each and every occurrence

#### Insurer

#### Primary Liability \$5,000,000

85% underwritten for certain underwriters at Lloyd's of London by their agent SLE Worldwide Australia Pty Limited under binding authority B0572NA13SL03.
15% underwritten for ACE by their agent SLE Worldwide Australia Pty Limited under binding authority 001-2014.

#### Excess Liability \$20,000,000 xs \$5,000,000

100% underwritten for ACE by their agent SLE Worldwide Australia Pty Limited under binding authority 001-2014.

The Insurers named hereon bind themselves each for their own part and not for one another. Each insurers liability under this policy shall not exceed the percentage amount shown against that insurers name.

#### Excess Liability \$25,000,000 xs \$25,000,000

100% underwritten for ACE by their agent SLE Worldwide Australia Pty Limited.

#### **Policy Number**

205004401060



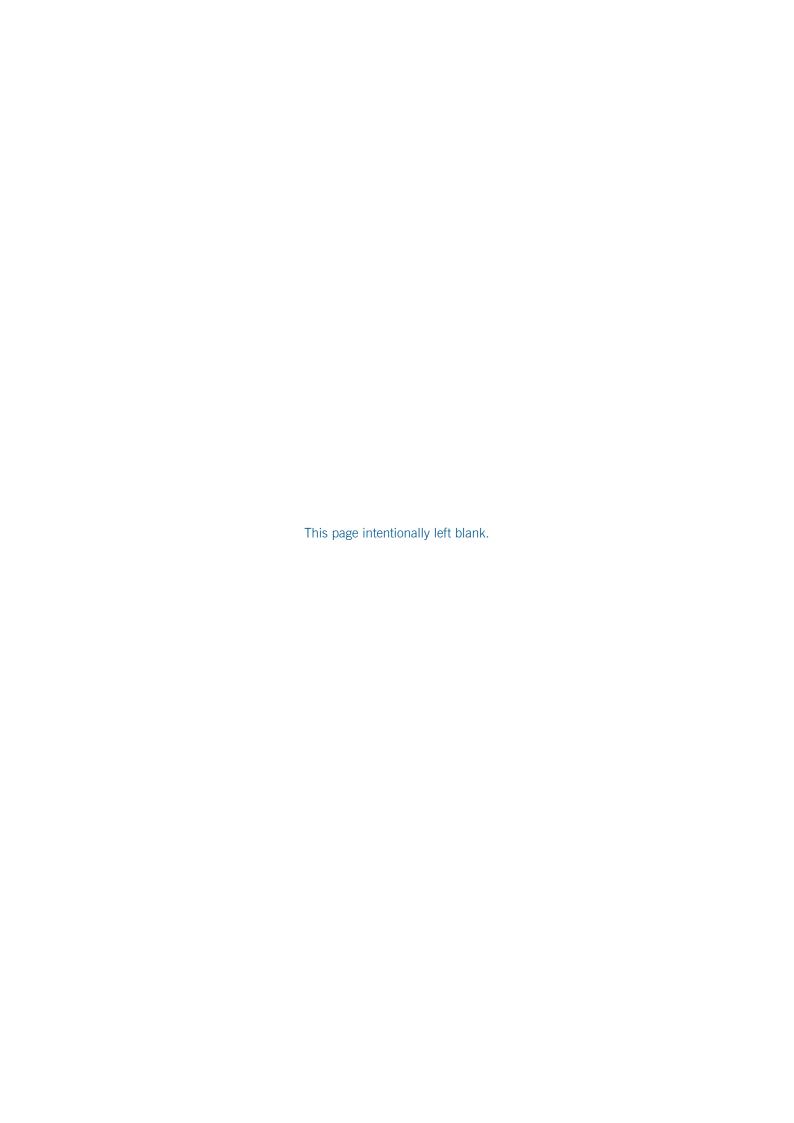
Signed & Stamped

#### Date

17th December 2014

In accordance with Section 16 of the Insurance (Agents & Brokers) ACT 1984, it is declared that SLE Worldwide Australia Pty Limited is acting under the authority of the Insurers and will be effecting this contract of insurance as agent of the Insurer and not the Insured. ABN 24 000 036 279 AFSL License No: 237268

Please Note: Whilst an expiry date has been indicated, it should be known this policy can be cancelled at any time in the future. Accordingly reliance should not be placed on the expiry date.





Direct to your nearest branch **1800 SPORT 5** 

www.ajg.com.au



