



KUNG FU WUSHU AUSTRALIA

The peak governing body for Kung Fu Wushu in Australia

MEMBERSHIP 'CONDITIONS OF INSURANCE' POLICY

PREAMBLE:

Insurance has become an increasingly technical, complex and essential component of Risk Management for members and the broader industry.

Over the last several years we have had industry members:

- forging insurance certificates
- getting insurance issued by companies based in 'sheltered countries' like the Cayman Island and The West Indies – such insurance is not underwritten and so largely worthless
- taking out policies for fitness instructors or similar – such policies are manifestly inadequate in terms of the coverage they provide to both instructor and student

The overriding motivation in such actions is to obtain insurance at the lowest possible price with little regard to potential damage to themselves, their students or the broader industry. It is clear that the MAIA has a 'Duty of Care' to both its members and the students of its members to introduce verifiable insurance requirements and standards for all MAIA members.

Accordingly the following phased 'Insurance for Membership Policy' was introduced.

2010 - 2012

A program of 'Insurance Education' via Newsletter and as part of the Accreditation program was introduced.

A minimum of Twenty Million Dollars Public Liability and Five million dollars Professional Indemnity insurance will be required for membership.

2012 -2014

Only APRA Accredited Insurers were accepted for the membership

2015

A mandatory requirement to be insured by the MAIA insurer was be introduced into the Accreditation Program

2016

A mandatory requirement to be insured by the MAIA insurer was introduced as a prerequisite for membership, bringing the MAIA into line with the other Peak Bodies

Member Insurance Conditions

1. Insurance/Membership will be renewed every 12 months, the 12 months will be applied to the 'financial year'
2. The Member will complete a yearly renewal form in which such information requested will be answered honestly, information provided by the Member, which later proves to be false, may be grounds for voiding the Members insurance cover
3. Any failure by the Member to renew insurance cover as provided for by this Policy will be grounds for terminating the Members membership
4. The Member may not directly contact the insurance underwriter, broker or company representative without the expressed permission of the insurance officer for the MAIA.
5. An 'excess payment' of between Five hundred and One thousand dollars will be applied to all claims.
6. Insurance coverage, as stipulated in this Policy, shall be a mandatory condition for Membership and Instructor Accreditation as issued by the MAIA.
7. Coaches/Instructors must be accredited as either NCAS or NMAS instructors/coaches to be covered by the KWA/MAIA member Insurance Policy.
8. An assistant coach/instructor shall be covered if under the supervision of an accredited instructor/coach.

9. A student who engages in any unsupervised activities will not be covered by the MAIA/KWA insurance policy. This provision will apply even if the activity occurs on the members training premises. An unsupervised activity is described as any training session, workout, exercise session or like activity that is not supervised by an 'accredited instructor'.

10. All students to be covered by the KWA/MAIA insurance policy must have completed the approved 'membership application waiver form'.

Said waiver must be in the form as provided in the MAIA template waiver found here:

https://maia.com.au/wp-content/uploads/Waiver_Template_2.pdf

11. When submitting an Insurance Claim the member will contact the MAIA insurance officer (insurance@maia.com.au) with an Incident Report and a copy of the member student or coach membership application waiver form and the name an accreditation number of the supervising instructor.

12. Failure to provide a copy of the students membership/waiver form shall be grounds for refusing he claim.

13. Failure to comply with the conditions outlined herein may be grounds for the voiding of the members insurance coverage.