

# Arthur J. Gallagher Sports Insurance Product Disclosure Statement and Policy Wording

Underwritten By:



**Arthur J. Gallagher**  
BUSINESS WITHOUT BARRIERS™  
*Incorporating OAMPS Insurance Brokers*

## CONTENTS

Introduction	3
<b>Product Disclosure Statement</b> (for Section 1. Sports Injury)	4
About The Insurer	4
About this Sports Injury Insurance	5
General Advice	6
Other Factors to Consider before taking out this Insurance	6
Cost of <b>Your Policy</b>	7
Duty of Disclosure for the Sports Injury Section of the <b>Policy</b>	8
Cooling Off Period	9
Making a Claim	9
Dispute Resolution	9
Privacy	10
General Information (for Section 2. Sports Liability and Section 3 Professional Indemnity)	11
Duty of Disclosure – What <b>You</b> Must Tell <b>Us</b>	11
Privacy	12
The General Insurance Code of Practice	12
Internal Dispute Resolution	12
Service of Suit Clause (Australia)	13
<b>Our</b> Agreement With <b>You</b>	13
Paying <b>Your</b> Premium	13
Preventing <b>Our</b> Right of Recovery	14
How Goods and Services Tax Affects Any Payments <b>We</b> Make	14
The <b>Policy</b> : Agreement to Cover <b>You</b>	15
<b>Your Insurers</b> Agreement to Cover <b>You</b>	15
Definitions	16
Making a Claim	20
General Conditions	22
What's Not Covered	24
Section 1 Sports Injury	26
Section 2 Sports Liability	33
Section 3 Professional Indemnity (Claims Made and Notified)	39

## INTRODUCTION

Welcome to the Arthur J. Gallagher Sports Insurance **policy**.

This Sports Insurance **policy** consists of a **certificate** and this **Product Disclosure Statement & policy** wording. It is important that the **certificate** and the **policy** Wording are read together.

**We** urge **you** to read them to make sure that they give **you** the protection **you** want. If they do not meet **your** needs, please contact the insurance broker that arranged **your** cover.

The **policy** Wording comprises of three sections:

- 1) **Product Disclosure Statement** for Section 1. Sports Injury
- 2) General Information for Section 2. Sports Liability and Section 3. Professional Indemnity.
- 3) **Policy** Terms and Conditions for all sections

The **certificate** will show **you** what:

- a) Sections are in force
- b) Amounts of cover **you** have
- c) Optional Extras **you** have chosen
- d) Excesses **your insurer** may have imposed
- e) Special terms **your insurer** may have imposed.

Please tell **your** broker if **your** needs or circumstances change. They may be able to arrange for **your insurer** to change **your policy** to meet **your** new needs. Please note that **your insurer** has relied on the truth of what **you** told them in the **application** in giving **you** this cover. This **policy** wording document is important so please keep it in a safe place with **your certificate**.

## PRODUCT DISCLOSURE STATEMENT

This part of the document is a **Product Disclosure Statement (PDS)** for Section 1. Sports Injury of **your** Sports Insurance **policy**.

The purpose of this **PDS** is to provide **you** with sufficient information to allow **you** to compare this with other policies **you** may be considering and to make an informed decision on whether cover offered meets **your** requirements. Pursuant to the Corporations Act 2001, **we** are required to provide **you** with a copy of this **PDS** if **you** are defined as a retail client within the Corporations Act 2001. A retail client is defined as a small **business** or individual. **We** have provided **you** with a copy of the **PDS** as **we** may not be certain whether **you** are a retail client at the inception of the **policy**.

This **PDS** sets out the significant benefits, terms, conditions, exclusions, cost of the **policy**, how the **premium** is calculated, **your** duty of disclosure to **us**, **your** rights, how **you** can cancel **your policy** and other important information offered in this Sports Injury cover.

**You** should read the **PDS** and **policy** wording carefully for full details of the terms, conditions and limitations of the insurance cover. Please note that certain words have special meanings and these words are shown in bold and are set out in the definitions sections contained in this **PDS** and **policy** wording.

This **PDS** is dated 24 December 2015.  
(ref: v1.15 010814) and is issued by:

Offshore Market Placements (Australia)  
289 Wellington Parade South  
East Melbourne, Victoria, 3002  
Australia  
Phone: 03 9412 1555  
Fax: 03 9412 1601  
Email: [omp@ajg.com.au](mailto:omp@ajg.com.au)  
Web: [www.ajg.com.au](http://www.ajg.com.au)

### About the Insurer

#### About Offshore Market Placements (Australia)

Offshore Market Placements (Australia) has developed this Arthur J. Gallagher Sports Insurance **policy** wording which is **insured** by Mitsui Sumitomo Underwriting at Lloyd's Limited (Managing Agent of MIT Syndicate 3210).

Offshore Market Placements (Australia) has the authority from by Mitsui Sumitomo Underwriting at Lloyd's Limited (Managing Agent of MIT Syndicate 3210) to arrange, enter into/bind and administer this insurance.

**We** will be acting as the agent of Mitsui Sumitomo Underwriting at Lloyd's Limited and not as **your** agent.

In providing any financial services Offshore Market Placements (Australia) acts as an underwriting agent under Arthur J. Gallagher & Co (Aus) Limited AFS License 238312.

**Our** contact details are:

Offshore Market Placements (Australia)  
289 Wellington Parade South  
East Melbourne  
Victoria 3002 Australia  
Telephone: +61 3 9412 1555  
[www.ajg.com.au](http://www.ajg.com.au)

#### About Certain Underwriters at Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. It is often the first to insure emerging, unusual and complex risks.

Around 80 syndicates are underwriting insurance at Lloyd's, covering all classes of **business**. Together Lloyd's interact with thousands of brokers daily to create insurance solutions for businesses in over 200 countries and territories around the world. Lloyd's insures the majority of FTSE 100 and Dow Jones industrial average companies.

Lloyd's enjoys strong financial security supported by excellent ratings. Visit [www.lloyds.com](http://www.lloyds.com) for more information. Lloyd's is a member of the Insurance Council of Australia and is party to the General Insurance Code of Practice (the Code). The Code raises service standards, improves the way that claims and complaints are handled and helps people better understand how general insurance works. **You** can obtain a copy of the Code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

Lloyd's is regulated by the Australian Prudential Regulation Authority (APRA) which is the prudential regulator of the Australian financial services industry [www.apra.gov.au](http://www.apra.gov.au)

Lloyd's Australia contact details are:                   Level 21, Angel Place  
  123 Pitt Street  
  Sydney, NSW, 2000  
  Phone: 02 9223 1433

**You** should contact Offshore Market Placements (Australia) in the first instance in relation to this insurance.

## About this Sports Injury Insurance

### Cover

The Sports Injury cover provides certain benefits to **your members** for accidental death, injury or disability caused by an injury happening during certain sporting events arranged by **you** or **your** sporting association within the **period of insurance**. For a full description of the events which are covered, please see Section 1, 'What **your members** are covered for', however the events covered include when **members** are:

- taking part in training, a competition, game or performance or attending a social function or training session.
- taking part in fundraising or volunteer activity.
- travelling to or from a competition, game, performance, social function, training session or administrative activity or staying away from home for these purposes.

### Significant Benefits

The **policy** has a number of significant benefits. For full details of all benefits and limits **you** should read the **certificate** which outlines the sums insured and the coverage sections and tables of insured events contained within the **PDS** and **policy** Wording. Some of the significant benefits are:

- Death – the estate of a **member** who dies as a result of an **accident** covered by this insurance will receive a fixed percentage of the Capital **Sum Insured** listed in the **certificate** if the death takes place within 365 days of the **accident** that caused it.
- **Permanent** Disability – a **member** who is injured as a result of an event covered by this insurance will receive a fixed percentage of the Capital **sum insured** listed in the **certificate** if the disability takes place within 365 days of the **accident** that caused it occurring.
- Weekly Benefits – a **member** will receive up to a weekly **sum insured** if a disability or injury caused by an **accident** covered by this insurance stops a **member** doing what they were capable of doing by training or experience to earn **income**.

### Additional Benefits

The following additional benefits are also included within the **certificate** and the schedule sets out a summary of the main additional benefits available as a result of a covered injury. Please read the **policy** wording for a full description of the benefits and when they may apply.

- Funeral Expenses
- Student Help if the **member** is a full time student
- Medical and Dental Costs
- Home Nursing Care
- Non Medical Expenses
- Rehabilitation Benefits
- Home Nursing Care

- Miscarriage and Premature Birth

### General Advice

Any advice **we** provide or that is contained within this **PDS, policy** wording or other accompanying documentation is general advice and does not take into account **your** personal objectives, financial objectives or needs. Because of this **you** should decide if it is right for **you** by considering the information contained in this document carefully.

### Other Factors to Consider before taking out This Insurance

The **policy** contains a number of general exclusion, terms and conditions, as well as limits and sub limits that **you** should be aware of when considering whether to purchase this **policy**.

### Significant Risks: Exclusions

The **policy** will not provide insurance cover under certain circumstances. For example, **your** Insurer will not pay for:

- more than one disability for each **accident**.
- a medical condition that was known or ought reasonably to have been known to the **member** before the **period of insurance**
- a heart condition, stroke or other cardiovascular condition if the **member** is over 35 years of age
- an infection unless it can be shown that it was acquired as a result of direct contact while the **member** was taking part in a competition, game, performance or training
- a **member** taking part in snow and ice sports, water skiing, or racing (other than racing on foot) unless it is the sport for which **you** are covered
- a **member** being under the influence of or addicted to a drug or an intoxicating liquor
- a **member** taking a performance enhancing drug.

Full details of the exclusions appear in the **policy** wording in the General Exclusions and in the specific exclusions in Section 1. **You** should read the **policy** wording and make yourself aware of all the exclusions that apply.

### Conditions

**You** must meet certain conditions for **your** insurance cover to apply. For example, **you** must pay the **premium** by the due date. Conditions of cover are shown in the 'General Conditions' section and in Section 1. **You** should make yourself aware of all the conditions that apply by reading the **policy** wording.

### Limits of Cover

**Our** liability is limited to the amount shown in the **certificate** that **we** will issue to **you**. **You** need to decide if the limits of cover are appropriate for **you**. If they are not, **you** may be underinsured and have to bear part of any loss yourself.

## Excesses & Waiting Periods

Excesses and **waiting periods** are applicable to any claim that **your member** makes under the Sports Injury section of the **policy**. The **excesses** and **waiting periods** applicable will be shown on the **certificate**.

The standard Excesses **your members** may be required to pay or the applicable **waiting periods** are:

Medical and Dental costs – **your members** may be required to contribute towards the cost of any claimable medical treatment. The amount **your members** may be required to pay will vary and will be determined by **your** individual circumstances. The amount will be shown on the **Certificate**. In addition to this amount, **your members** may be required to pay an **excess** of \$50 when **they** make a claim for this additional benefit if they do not have private health insurance.

Weekly Benefits – a **waiting period** of 7 days may apply.

Student Help – a **waiting period** of 7 days may apply.

Home Help – a **waiting period** of 7 days may apply.

Home Nursing Care – a **waiting period** of 7 days may apply.

**Your insurer** may at its discretion increase any of the **excesses** or **waiting periods** listed above based on **your insurer's** overall assessment of the risk and **your** claims or loss history. If **your insurer** increases any of the above listed **excesses** or **waiting periods**, this will be shown on **your certificate**.

## Cost of Your Policy

The amount that **your insurer** charges **you** for this insurance when **you** first acquire **your policy** and when **you** renew **your policy** is called the **premium**. The **premium** is the total that **your insurer** calculates when considering all of the factors which make up the risk, such as:

- the type of cover **you** choose
- the amount of benefit chosen
- **your** individual circumstances, including matters such as the Sport which **your** club plays.

The total cost of **your policy** is shown in dollars on **your certificate** and is made up of **your premium** plus Government Taxes such as, GST, Stamp Duty and Fire Service Fees. Other applicable fees and charges can be found on page 8.

**Your insurer** expects that **you** pay **your premium** by the due date. **You** can pay by BPay, Credit Card, Cash, Cheque or **premium** Funding.

**Your premium** is calculated based on **your** specific risk profile which may include the **sums insured**, age or previous insurance history.

### What happens if you do not pay the cost of your policy by the due date?

**Your insurer** will have the right to cancel **your policy** if **you** do not pay **your premium** by the due date or if **your** payment method is dishonored and therefore **Your Insurer** has not received **your** payment by the due date, unless this is no fault of **your** own. Unless **your insurer** tells **you**, any payment reminder **your insurer** sends does not change the expiry of **your** cover or the due date of **your premium**.

### Paying By Installments

- Where **you** pay **your premium** by installments:
  - **Your insurer** will not pay any claim if at the time the incident giving rise to the claim occurred, at least one installment of **premium** remained unpaid for 14 days or more;
  - if any installment of **premium** has remained unpaid for 30 days, the **policy** will come to an end without notice to **you**.
- In the event of a claim, any balance of the annual **premium** will become due before settlement of the claim. Alternatively, it may be deducted from the settlement of **your** claim.

- If the financial institution holding **your** account return or dishonor a direct debit payment due to lack of funds in **your** account, **your insurer** will charge **you** for any direct or indirect costs which **your insurer** incurs arising from the payment being returned or dishonored.

**Other costs, fees and charges**

Other costs, fees and charges which may be applicable to the purchase of **your** insurance **policy** include:

Cancellation Fee	<b>You</b> may cancel <b>your policy</b> at any time. If <b>you</b> choose to cancel <b>your policy your insurer</b> will retain a portion of <b>premium</b> which relates to the period for which <b>you</b> have been insured. <b>Your insurer</b> will refund the residue for the unexpired period, less any non-refundable government taxes or charges or provided that: • no event has occurred where liability arises under the <b>policy</b> ; and • <b>you</b> pay the applicable cancellation fee. For details of <b>your</b> cancellation fee please refer to <b>your</b> Financial Services Guide (FSG), Statement of Advice (SOA) or contact <b>your</b> broker or insurance intermediary directly.
Monthly Instalment Fee	If <b>you</b> choose to pay <b>your premium</b> in monthly instalments <b>you</b> may incur a monthly instalment fee. For details of <b>your</b> monthly instalment fee please refer to <b>your</b> FSG, SOA or contact <b>your</b> broker or insurance intermediary directly.
Administration Fee	<b>Your</b> broker or insurance intermediary may charge an administration fee for issuing <b>your policy</b> documentation. For details of <b>your</b> administration fee please refer to <b>your</b> FSG, SOA or contact <b>your</b> broker or insurance intermediary directly.
Commissions	<b>Your</b> broker or insurance intermediary may receive a commission payment from the <b>insurer</b> when <b>your policy</b> is issued and renewed. If <b>you</b> cancel <b>your policy</b> , this commission payment may be non-refundable. For details of the relevant commission paid, please refer to <b>your</b> FSG, SOA or contact <b>your</b> broker or insurance intermediary directly.

**Duty of Disclosure for The Sports Injury Section Of The Policy**

**Your Duty of Disclosure before you enter into your policy**

Before **you** enter into an insurance contract, **you** have a duty of disclosure under the Insurance Contracts Act 1984. If **we** ask **you** questions that are relevant to **our** decision to insure **you** and on what terms, **you** must tell us anything that **you** know and that a reasonable person in the circumstances would include in answering the questions. **You** have this duty until we agree to insure **you**.

**Your duty of disclosure before renewal**

Before **you** renew this contract of insurance, **you** have a duty of disclosure under the Insurance Contracts Act 1984. If we ask **you** questions that are relevant to **our** decision to insure **you** and on what terms, **you** must tell us anything that **you** know and that a reasonable person in the circumstances would include in answering the questions. Also, we may give **you** a copy of anything **you** have previously told us and ask **you** to tell us if it has changed. If we do this, **you** must tell us about any change or tell us that there is no change.

If **you** do not tell us about a change to something **you** have previously told us, **you** will be taken to have told us that there is no change.

**You** have this duty until we agree to renew the contract.

**If you do not tell us something (before you enter into your policy and before renewal)**

If **you** do not tell us anything **you** are required to tell us, we may cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a claim, or both.

If **your** failure to tell us is fraudulent, **we** may refuse to pay a claim and treat the contract as if it never existed.



## Cooling Off Period

There is a 21 day cooling off period. If **you** are not completely satisfied with **your policy** you can cancel it by contacting **us** in writing within 21 days of the date of issue of **your policy**. **We** will refund **your premium** less any nonrefundable government charges and taxes that **we** have paid. **You** do not have a right to cancel **your policy** if **you** make a claim for any incident within the 21 day period.

For cancellation rights after the 21 day period, please read 'Cancelling **your policy**' in General Conditions.

## Making a Claim

Should an incident occur which may give rise to a claim under this **policy**, **you** should notify **us** in writing as soon as reasonably practical after the date of occurrence and within the period of insurance. Specific details can be found on **your policy certificate**.

## Dispute Resolution

Any enquiry or complaint relating to this Insurance should be referred to Offshore Market Placements (Australia) in the first instance. **We** will endeavor to deal with **your** complaint within 15 days provided **we** have all of the necessary information and have completed any investigation required.

In the unlikely event that 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  
Suite2, Level 21  
Angel Place  
123 Pitt Street  
Sydney NSW 2000

Telephone Number: (02) 9223 1433  
Facsimile Number: (02) 9223 1466  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

Lloyd's will acknowledge **your** complaint in writing within 5 **business** days of receipt.

If **your** dispute remains unresolved **you** may be referred to the Financial Ombudsman Service Limited under the terms of the General Insurance Code of Practice. For further details please contact:

Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001

Telephone Number: 1300 78 08 08  
Website: [www.fos.org.au](http://www.fos.org.au)  
Email: [info@fos.org.au](mailto:info@fos.org.au)

For other disputes **you** will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters General Representative in Australia at the address above.

## Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. **We** are bound by the Privacy Act 1988 (Cth.) when collecting and handling **your** personal information.

Offshore Market Placements (Australia) and Lloyd's have developed a privacy policy that explains the sort of personal information **we** hold about **you** and what **we** do with it.

**We** will only collect personal information from or about **you** for the purpose of assessing **your application** for insurance and administering **your** insurance **policy**, including any claims **you** make. **We** will only disclose and use **your** personal information for a purpose **you** would reasonably expect.

**We** may need to disclose personal information to **our** reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, **our** advisers and those involved in the claims handling process (including assessors and investigators), for the purposes of assisting **us** and them in providing relevant services and products, or for the purposes of litigation. **We** may disclose personal information to people listed as co-insured on **your policy** and to family members or agents authorized by **you**. **We** may disclose information to organisations that conduct customer service surveys on **our** behalf. **We** will request **your** consent to any other purpose.

By providing **your** personal information to **us**, **you** consent to **us** making these disclosures. Without **your** personal information, **we** may not be able to issue insurance cover to **you** or process **your** claim.

**You** also have the opportunity to find out what personal information **we** hold about **you** and, when necessary, correct any errors in this information. Generally **we** will do this without restriction or charge.

For further information about **our** privacy **policy** or to access or correct **your** personal information, please contact:

General Manager  
Offshore Market Placements (Australia)  
289 Wellington Parade South  
East Melbourne  
Victoria 3002  
Australia

Phone: 03 9412 1555  
Email: omp@ajg.com.au

**We** may change **our** privacy statement from time to time. The current version is available on **our** website located at [www.ajg.com.au](http://www.ajg.com.au) or **you** may request that **we** provide **you** with a copy by post, email or other form. **We** do not charge for this service.

## GENERAL INFORMATION

This part of the document provides **you** with general information about Section 2. Sports Liability and Section 3. Professional Indemnity.

### Duty of Disclosure – What You Must Tell Us

Under the Insurance Contracts Act 1984, **you** have a Duty of Disclosure. **You** are required before **you** enter into, renew, vary, extend or reinstate **your policy**, to tell **us** everything **you** know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to **our** decision whether to insure **you**, and anyone else to be insured under the **policy** and, if so, on what terms.

What **you** do not have to tell **us**

**You** do not have to tell **us** about any matter that:

- (a) diminishes the risk;
- (b) is of common knowledge;
- (c) **we** know or should know in the ordinary course of **our business** as an Insurer; or
- (d) **we** indicate **we** do now want to know.

If **you** do not tell **us**

If **you** do not comply with **your** duty of disclosure, **we** may reduce or refuse to pay a claim or cancel **your policy**. If **your** non-disclosure is fraudulent, **we** may treat this **policy** as never having worked.

### Section 3 Professional Indemnity – Claims Made and Notified

**Your insurer** will not cover **you** for claims that arise from:

- a) A breach of duty that occurred before the **retroactive date**.
- b) Facts that **you** were aware of before this **policy** began.

If during the **period of insurance** **you** become aware of a claim or facts that may lead to a claim **you** must tell **your** Insurer about them as soon as **you** can during the same **period of insurance**. If **you**:

- a) Do, **your insurer** may pay the claim even if it is made after the **period of insurance**. This does not apply to a breach of duty that occurred before the **retroactive date**.
- b) Do not, **your insurer** may not pay any resulting claim.

**Your** Professional Indemnity insurance is issued on a “Claims Made and Notified” basis. Subject to its terms and conditions, the **policy** will cover **your** civil liability for a Breach of Duty arising from any claim first made against **you** during the **period of insurance**. This means that “**Your Agreement to Cover You**” clause responds to:

- a) claims first made against **you** during the **period of insurance** and notified to **your** Insurer during the **period of insurance**, provided that **you** were not aware at any time prior to the start of the **policy** of circumstances which would have put a reasonable person in **your** position on notice that a claim may be made against him/her;
- b) Section 40 (3) of the Insurance Contracts Act 1984 however, provides that an insurer cannot refuse to pay a claim by reason only that the claim was made after the expiration date of the **policy** in circumstances where **you** gave notice in writing to the insurer of facts that might give rise to a claim as soon as was reasonably practicable after **you** became aware of those facts but before the end of the **period of insurance**.

The **policy** however, will NOT cover **your** civil liability for a breach of duty arising from any claim:

- a) first made prior to the start date of the **policy**; or
- b) directly or indirectly based upon, or attributable to, or in consequence of, any incident, occurrence, fact or matter known to **you** prior to the start date of the **policy** and which **you** knew, or ought to reasonably have known, had the potential to give rise to a claim under the **policy**; or

- c) directly or indirectly based upon, or attributable to, or in consequence of any fact, matter, circumstance or occurrence which has been notified under any other insurance which **you** had or which started prior to the start date of the **policy**.
- d) if the Breach of Duty giving rise to the claim occurred prior to the **retroactive date**.

## Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. **We** are bound by the Privacy Act 1988 (Cth.) when collecting and handling **your** personal information.

Offshore Market Placements (Australia) and Lloyd's have developed a privacy policy that explains the sort of personal information **we** hold about **you** and what **we** do with it.

**We** will only collect personal information from or about **you** for the purpose of assessing **your application** for insurance and administering **your insurance policy**, including any claims **you** make. **We** will only disclose and use **your** personal information for a purpose **you** would reasonably expect.

**We** may need to disclose personal information to **our** reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, **our** advisers and those involved in the claims handling process (including assessors and investigators), for the purposes of assisting **us** and them in providing relevant services and products, or for the purposes of litigation. **We** may disclose personal information to people listed as co-insured on **your policy** and to family members or agents authorized by **you**. **We** may disclose information to organisations that conduct customer service surveys on **our** behalf. **We** will request **your** consent to any other purpose.

By providing **your** personal information to **us**, **you** consent to **us** making these disclosures. Without **your** personal information, **we** may not be able to issue insurance cover to **you** or process **your** claim.

**You** also have the opportunity to find out what personal information **we** hold about **you** and, when necessary, correct any errors in this information. Generally **we** will do this without restriction or charge.

For further information about **our** privacy **policy** or to access or correct **your** personal information, please contact:

General Manager  
Offshore Market Placements (Australia)  
289 Wellington Parade South  
East Melbourne  
Victoria 3002  
Australia

Phone: 03 9412 1555  
Email: omp@ajg.com.au

**We** may change **our** privacy statement from time to time. The current version is available on **our** website located at [www.ajg.com.au](http://www.ajg.com.au) or **you** may request that **we** provide **you** with a copy by post, email or other form. **We** do not charge for this service.

## The General Insurance Code of Practice

Lloyd's is a signatory to the General Insurance Code of Practice.

The code aims to:

Promote more informed relations between insurers and their customers; and improve consumer confidence in the general insurance industry.

Provide better mechanisms for the resolution of complaints and disputes between insurers and their customers.

Commit insurers and the professionals they rely upon to higher standards of customer service.

For information about the code **you** may contact Offshore Market Placements (Australia) or the Financial Ombudsman Service on 1300 78 08 08 or [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## Internal Dispute Resolution

Any enquiry or complaint relating to this Insurance should be referred to **us** in the first instance. 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  
Suite2, Level 21  
Angel Place  
123 Pitt Street  
Sydney NSW 2000

Telephone Number: (02) 9223 1433  
Facsimile Number: (02) 9223 1466

If **your** dispute remains unresolved **you** may be referred to the Financial Ombudsman Service Limited under the terms of the General Insurance Code of Practice. For other disputes **you** will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters General Representative in Australia at the address above.

## Service of Suit Clause (Australia)

The Underwriters hereon agree that:

(i) In the event of a dispute arising under this **policy**, underwriters at the request of the insured (or reinsured) will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such court.

(ii) Any summons notice or process to be served upon the underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia  
Level 21, Angel Place  
123 Pitt Street  
Sydney NSW 2000

Who has the authority to accept service and to enter an appearance on underwriters' behalf, and who is directed at the request of the insured to give a written undertaking to the insured that he will enter an appearance on Underwriters' behalf

(iii) If a suit is instituted against any one of the underwriters, all underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

## Our Agreement With You

This **policy** is a legal contract between **you** and **us**. **You** pay **us** the **premium**, and **we** provide **you** with the cover **you** have chosen as set out in the **policy**, occurring during the period of insurance shown on **your policy certificate** or any renewal period.

The amount of any deductible that applies to **your policy** will be shown on **your policy certificate**.

## Your Policy

**Your** Arthur J. Gallagher Sports Insurance **policy** consists of the **policy** terms & conditions in this **PDS** and **policy** Wording and the **policy certificate** we give **you**.

Please read **your policy** carefully, and satisfy yourself that it provides the cover **you** require.

If **you** want more information about any part of **your policy**, please ask **us** or **your** services provider. The address and telephone number of Offshore Market Placements (Australia) is on **your policy certificate**.

**You** should keep **your policy** document and **policy certificate** together in a safe and convenient place, for future reference.

## Paying Your Premium

**You** must pay **your premium** by the due date. If **we** do not receive **your premium** by this date or **your** payment is dishonoured, this **policy** will not operate and there will be no cover unless there is no fault of **your** own.

### **Preventing Our Right Of Recovery**

If **you** have agreed not to seek compensation from another person who is liable to compensate **you** for any loss, damage or liability which is covered by this **policy** **we** will not cover **you** under this **policy** for that loss, damage or liability.

### **How Goods & Services Tax Affects Any Payments We Make**

The amount of **premium** payable by **you** for this **policy** includes an amount for the GST on the **premium**.

When **we** pay a claim, **your** GST status will determine the amount **we** pay.

When **you** are not registered for GST, The amount **we** pay is the limit of liability or the other limits of insurance cover, including GST.

When **you** are registered for GST, **we** will pay the limit of liability of the other limits of insurance and, where **you** are liable to pay an amount for GST in respect of an acquisition relevant to **your** claim (such as services to repair a damaged item that is Insured under the **policy**), **we** will pay for the GST amount.

**We** will reduce the GST amount **we** pay, by the amount of any input tax credits ("ITC") to which **you** are or would be entitled if **you** made a relevant acquisition. In these circumstances, the ITC may be claimable through **your business** activity statement ("BAS"). **You** must advise **us** of **your** correct Australian **business** number and taxable percentage.

Any GST liability arising from **your** incorrect advice is payable by **you**. Where the settlement of **your** claim is less than the limit of liability or the other limits of insurance cover, **we** will only pay an amount for GST (less **your** entitlement for ITC) applicable to the settlement. This means that if these amounts are not sufficient to cover **your** loss, **we** will only pay the GST relating to **our** settlement of the claim.

**We** will (where relevant) pay **you** on **your** claim by reference to the GST - exclusive amount of any supply made by any **business** of **yours** that is relevant to **your** claim.

GST, ITC, BAS and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods & Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable percentage is **your** entitlement to an ITC on **your premium** as a percentage of the total GST on that **premium**.

## The Policy: Agreement to Cover You

### Your Insurers Agreement To Cover You

Your insurer agrees to give you the cover that is shown in this policy and in your certificate for:

#### Section 1 Sports Injury

- If Section 1 is shown as being chosen by you in the certificate
- For the Period of Insurance that is shown in the certificate
- When an event causing a claim takes place during the period of insurance for which you have paid or agreed to pay the premium.

#### Section 2 Sports Liability

- If Section 2 is shown as being chosen by you in the certificate
- For the period of insurance that is shown in the certificate
- When an event causing a claim takes place during the period of insurance for which you have paid or agreed to pay the premium.

#### Section 3 Professional Indemnity

- If Section 3 is shown as being chosen by you in the certificate.
- This section is “claims made” cover. Refer to page 11 Section 3 Professional Indemnity – Claims Made and Notified.
- For the period of insurance that is shown in the certificate for which you have paid or agreed to pay the premium.
- When a claim for a breach of duty is first made against you during the period of insurance and you tell your insurer about it during the same period
- If facts that may lead to a claim for a breach of duty:
  - a) First come to your notice during the period of insurance; and
  - b) You elect to tell your insurer about them during the same period; then when a claim is made it will be covered under the terms of the policy that was current when you notified your insurer.

## Definitions

In this **PDS** and **policy** Wording, in the **application** form **you** complete to obtain this insurance, and in the **certificate** each word and phrase that is shown in bold has been given a special meaning. Those meanings are shown below.

### **Accident** means:

A sudden, unexpected external specific event which occurs at an identifiable time and place causing injury or disability which is not any sickness or disease or degenerative condition and the word **accidental** should be construed accordingly..

### **Act of Terrorism** means:

Any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons;
- involves damage to property;
- endangers life other than that of the person committing the action;
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system.

### **Advertising Liability** means:

- Infringement of patent, copyright, design or title or slogan;
- Infringement of trademark, trade name or service mark but only where used in connection with goods or services sold or offered for sale or advertised;
- Any invasion or right of privacy;
- Piracy or unfair competition or idea misappropriation under an implied contract; where this is done unknowingly and unintentionally by **you** and is committed or alleged to have been committed during the period of cover in any publicity article, advertisement, broadcast or telecast and arising out of **your** advertising activities.

### **Aircraft** means:

Any vessel, craft, device or thing designed to fly in or through the atmosphere or space including any vessel, craft, device or thing made or intended to be propelled on a cushion of air over the surface of land or water.

### **Application** means:

The form completed by **you** giving answers, particulars and statements in respect of the insurance required by **you**.

### **Breach Of Duty** means:

A breach of **your** duty that arises from an:

1. Act;
2. Error; or
3. Omission;

that **you** commit while **you** are acting in **your** professional capacity.

### **Business** means:

The **business**, trade or occupation specified in the **certificate**. This definition only applies if the **certificate** shows that **you** have '**business** cover'.

### **Certificate** means:

The Sports Insurance **policy certificate** that **your** Insurer has issued. This **certificate** is part of this **policy**. It will show the cover that **you** have chosen plus any **excess** or special term that **your** Insurer has imposed.

### **Corporations Act 2001**

The **Corporations Act 2001** is the principal legislation regulating companies in Australia. It regulates matters such as the formation and operation of companies (in conjunction with a constitution that may be adopted by a company), duties of officers, takeovers and fundraising.



**Dependent Children** means:

- a) Unmarried children under the age of 20 years who are still living at home; or
- b) Children under 25 years that are full time students; who are entirely dependent on the **member** at the time of the **accident**.

**Electronic Data** means:

Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

**Employee** means:

Any person employed under a contract of service by **you** but does not include a director, principal, partner, consultant, contractor, subcontractor or agent of **yours**.

**Excess** means:

The amount that **your** Insurer will deduct from a claim settlement. This amount of **excess** applicable to each section of cover and benefits is shown in the **certificate**. Any costs and expenses incurred by **you** in the investigation, settlement or defence of any claim for compensation are included in the **excess** amount.

**Income** means:

Earnings from personal exertion net of expenses but before personal and **income** tax deductions and excluding bonuses, commissions, overtime payments or other allowances.

**Limit of Indemnity** (this applies to claims made against **you**) means:

The amount that is shown in the **certificate**. This amount is the most that **your** Insurer will pay for any:

1. **Occurrence**, or
2. **Breach of duty**.

**Please Note**

**Your insurer** will only pay up to the greatest Limit Of Indemnity when a claim can be paid under:

- a) More than one section of this **policy**; or
- b) Another **policy** that **we** have issued to **you**;

The limits of indemnity may not be combined.

**Member(s)** means:

a) Any of **your** registered members or social members of **your business** or club or any of **your** volunteers (but not **your** Employees) but only whilst acting in connection with the **business** or club activities and whilst conforming to club rules and by-laws. Where the person claiming indemnity under this sub-clause is entitled to indemnity under any other **policy** of insurance, the indemnity granted herein will only apply in respect of any amount in **excess** of that provided by such **policy**.

b) Players, coaches, managers, referees, team workers, officials and other personnel who are engaged in and appropriately registered for the purpose of participating in the sport named in the **certificate** or who are engaged in sporting activities in the conduct of the **business**.

**Occurrence** means: An event that **you** do not expect or **you** do not intend to happen.

**Please Note**

A series of events will be treated as one event, if **they** arise from:

- a) One cause; or
- b) Continuous or repeated exposure to substantially the same general conditions.

**Period of Insurance** means:

The period specified in the **certificate**.

**Permanent** means:

This special meaning is for Section 1 only:

Having lasted 365 consecutive days and at the expiry of that period, is certified by a legally qualified medical practitioner as being beyond hope of improvement.

**Personal Injury** means (This specific meaning is for Section 2 only):

1. Death, bodily injury, disability, disease, sickness, shock, fright, mental anguish and mental injury.
2. The effects of:
  - a) Assault or battery that is not committed by **you** or at **your** direction
  - b) Assault or battery that is due to **you** using, or someone at **your** direction using, reasonable force necessary to prevent harm to a person or property
  - c) Eviction
  - d) False arrest, wrongful restraint, wrongful eviction, denial of liberty, malicious prosecution and humiliation
  - e) Libel, slander, defamation of character or invasion of right of privacy
  - f) Malicious prosecution
  - g) Wrongful entry.

**Policy** means:

Is the contract between the insurer and the insured which determines the claims which the insurer is legally required to pay.

**Pollutants** means:

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

**Premium** means:

The amount payable by **you** for the insurance provided by **your insurer** under this **policy** including all applicable taxes, duties and imposts.

**Product** means:

Anything or things (including any packaging, containers, directions, markings, instructions, warnings or specifications) manufactured or deemed manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by **you** or on **your** behalf in the course of **your** Sport after physical possession has been passed to others.

**Product Disclosure Statement or PDS** means:

A Document prepared by, or on behalf of, the product issuer which contains all the information about the product including the name and address of the issuer (the insurer), significant benefits, cost, terms and conditions, cooling off period and the dispute resolution process.

**Products Liability** means:

Liability for **personal injury** or **property damage** arising out of **your** products after physical possession of **your product** has been passed to others.

**Property Damage** means:

- a) Physical loss, destruction or damage to tangible property, including loss of use of that property at any time resulting there from; or
- b) Loss of use of tangible property not physically lost, destroyed or damaged where such loss of use results from physical loss, destruction or damage to other tangible property.

**Retroactive Date** means:

The date before which no **breach of duty** is covered. This date is shown in the **certificate**.

**Sum Insured** means:

The amount of any benefit payable under Section 1 for which a **member** is covered. These amounts are shown in the **certificate**.

**Vehicle** means:

Any machine on wheels or self-laid tracks, designed to be propelled by other than manual or animal power and any trailer or other attachment designed to be drawn by any such machine but not including an **aircraft** or **watercraft**.

**Waiting Period** means:

The time in days when **your insurer** will not pay the daily or weekly **sum insured**. This time is shown in the **certificate**. It starts on the day that the **member** seeks medical treatment after an **accident**.

**Watercraft** means:

any vessel, craft, device or thing designed to float on or in water or to travel on or through water.

**Insurer, Insurers, coverholder, their, they, us, we, our** means:

Offshore Market Placements (Australia) acting as an underwriting agent under Arthur J. Gallagher & Co (Aus) Limited AFS License 238312 for and on behalf of by Mitsui Sumitomo Underwriting at Lloyd's Limited (Managing Agent of MIT Syndicate 3210).

**You, your, yours** means:

Each person or legal entity that is shown by name in the **certificate** as 'The Insured'.

1. Under Section 2. Sports Liability, **you, your, yours** is extended to include:
  - a) Any director or **employee**. They are covered when they are acting for **you** in that position.
  - b) Any member, player, coach or official of **your business**, club, league or association. **They** are covered when **they** are engaged in any legal activity that is connected with that **business**, club, league or association. If the **certificate** shows that **you** have '**business cover**', this definition does not include members or players of **your business**.
  - c) Any member of a social club formed with **your** consent for **your** employees. They are covered when they are engaged in any legal activity that is connected with that club.
  - d) Any voluntary worker. They are covered when they are acting for **you**.
  - e) **Your** landlord. The cover is for when **your** landlord is liable for **your** negligence. It is limited to liability that is imposed by a written lease or written agreement. Liability must arise solely out of an **occurrence** connected with **your** occupation of the premises leased from that landlord.

2. Under Section 3. Professional Indemnity the meaning of **you, your, yours** is extended to include:

A qualified person whom **you** have appointed to:

- a) coach or train **your members**.
- b) umpire or referee at a competition, game or performance.
- c) officiate at a competition, game or performance.

Such a person is covered while **they** are acting in that position for **you** at events arranged by **you** or **your business** or sporting association.

**Your Sport** means:

The Sport of **your business**, club, league or association specified in the **certificate** and includes all official activities connected with the sport.

## Making a Claim

### How to Claim

If **you** become aware of an event that may lead to a claim, **you** must:

1. Tell **your insurer** about it as soon as **you** can.
2. Within the next 30 days give **your insurer** in writing full details of the event. This must include all proofs for which **we** may ask.
3. Tell the police as soon as **you** can if **you** think the claim was due to a crime.
4. Take all reasonable steps to stop further:
  - a) Loss or damage
  - b) Loss of use of property
  - c) Injury.
5. Send **your insurer** as soon as **you** can any demand or legal notice that **you** may get.
6. Tell **your insurer** as soon as **you** can after **you** know that a claim or legal action may be made or taken against **you**.
7. Tell **your insurer** as soon as **you** can after **you** know that an inquest or enquiry will or may be held about an event that may result in a claim under this **policy**.
8. Give **your insurer** all the help that **they** need to:
  - a) Assess, investigate or settle a claim
  - b) Defend a claim made against **you**
  - c) Make a recovery.

### Who Controls Claims

**Your insurer** controls all claims.

1. Unless **we** agree in writing **you** must not:
  - a) Admit, deny, negotiate, settle or in any way compromise a claim
  - b) Incur any costs in making good any damage
  - c) Incur legal costs for a claim.
2. **Your insurer** will be entitled to:
  - a) Enter the premises where the loss or damage has taken place
  - b) Take legal action at **our** expense in **your** name. Conduct, control or compromise any such action. If **they** make a recovery **you** are only entitled to the amount that exceeds the amount **we** have paid or admitted including **our** costs
  - c) Represent **you** or any other person who may be entitled to claim under this **policy** at any inquest or official enquiry

3. **Your insurer** will not insist on making or defending a claim in court in **your** name if Senior Counsel advises that:

- a) There is little or no reasonable chance of winning
- b) The cost of such an action could not be justified
- c) There is little or no reasonable chance of recovering damages and costs from the other party.

**Your insurer** will consult **you** about the appointment of the Senior Counsel. **We** will pay the cost of the counsel.

#### **Discharge of Liabilities**

- a) **Your insurer** may at any time pay to **you**, or on **your** behalf, in respect of any claim:
  - i. the amount of the **limit of indemnity**; or
  - ii. any lesser sum for which the claim can be settled after deduction of any sum already paid as compensation in respect of the claim.
- b) Upon the payment set out in paragraph (a), **your insurer** will relinquish control of the claim and be under no further liability under this **policy** in connection with the claim except for costs, charges and expenses:
  - i. recoverable from **you** in respect of the period prior to the date of the payment, whether or not pursuant to an order made subsequently; and
  - ii. incurred by **your insurer** or incurred by **you** with **your insurer's** written consent prior to the date of the payment.
- c) **Your insurer** will not pay for any claim or judgment or defend any claim after the **limit of indemnity** has been exhausted.

It is general practice for **you** to report claims to **your insurer** through **your** insurance broker, who should assist **you** with the handling of the claim.

## General Conditions

### Cancelling Your Policy

**You** or **your** insurance broker may cancel this **policy** at any time by notifying **us** in writing that **you** wish to cancel **your policy**. The cancellation will take effect from the date **we** receive such notice in writing.

**We** may cancel the **policy** in any of the circumstances set out in, and in the manner allowed by, the Insurance Contracts Act 1984. **We** will advise **you** in writing if the **policy** is cancelled by **us**.

**We** will refund the **premium** for the unused **policy** Period, if **you** or **we** cancel the **policy** and **you** have not made a claim under the **policy**. If a claim has been made, or anything has occurred for which a claim is payable, no refund will be given.

In the event of cancellation please ensure that **your members** are informed that their entitlements have ceased. Accordingly **you** are required to take reasonable steps to ensure **your members** are kept up to date about the status of this insurance contract.

### If Things Change

After **your insurer** has agreed to cover **you** and while **you** are covered **you** must tell them of all changes that may increase the chances of a claim. In particular **you** must tell them, if:

1. **Your business**, club, league or association varies the scope of what it does.
2. **Your business**, club or league loses its affiliation with **your** sport's governing body.

If things do change **your insurer** may agree to vary the **policy**. Unless **they** agree to such changes **we**:

- a) Can cancel the **policy**; or
- b) May refuse to pay a claim.

### If You are Covered by Another Policy

When there is a claim **you** must tell **your insurer** if there is any other insurance **policy** that may give full or partial cover for the event claimed.

### If You Pay the Premium by Installments

If an installment **premium** is not paid within 31 days of becoming due **your** Insurer may:

1. Not pay a claim that takes place 31 days after the installment was due.
2. Cancel **your policy**.

**Your certificate** will show if **your premium** is paid by installments.

### Premium Adjustments

If the first or renewal **premium** for this **policy** is calculated on information and estimates furnished by **you**, **you** must:

1. keep an accurate record containing all relevant particulars and allow **your** Insurer, **our** agents and representatives, to inspect them at all times; and
2. within two months of the end of each **period of insurance** furnish them to **your** Insurer.

Based on this information provided the **premium** for **your** insurance may be adjusted.

### Your Insurer's Rights

Unless **your insurers** give **our** consent to a change in writing:

1. The terms in this **policy** will bind all parties.
2. **We** will not give up any of **our** rights.

### **Taking Care**

**You** must:

1. Take all reasonable care to prevent loss, damage or injury.
2. Comply with all laws and regulations, by laws and ordinances.

### **Transfer of this Policy**

No interest in this **policy** can be transferred unless **your insurer** gives **their** consent in writing. These exclusions apply to all sections of this **policy**.

## What's Not Covered

Your insurer will not pay for any claims for the following:

### 1. Alteration, Additions and Construction

caused by or arising directly or indirectly out of or in connection with the construction, erection, demolition, underpinning, weakening or removal of support, alteration or installation work by **you** or on **your** behalf except to a facility owned or occupied by **you** for the purpose of **your** Sport or **your Business** or sporting association where the total cost of all work is less than \$100,000.

### 2. Sanctions Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA 3100

### 3. Contractual Liabilities

assumed by **you** under any contract or agreement except where the liability would have been implied by law in the absence of the contract or agreement.

Please tell **your insurer** if **you** have agreed to:

- a) Accept Liability; or
- b) Limit or exclude **your** rights of recovery. They may be able to cover **you**.

Such cover will:

- a) Be limited to specific agreements; and
- b) Cost more.

### 4. Employer's Liability

imposed or implied by or covered under:

- a) any workers compensation act or any other similar law, act or ordinance relating to compensation for injury to any person employed by **you** or deemed by law to be employed by **you**;
- b) any industrial award, agreement or determination or any contract of employment or workplace agreement, to the extent that **you** would not have been liable in the absence of that award, agreement, determination or contract; or
- c) any law relating to wrongful or unfair dismissal, denial of natural justice, defamation, false or misleading conduct or advertising, misrepresentation, harassment or discrimination in respect of employment by **you**.

### 5. Fines and Penalties

for fines, penalties, liquidated, aggravated, exemplary or punitive damages.

Fraudulent and Intentional Conduct

caused by or arising directly or indirectly out of or in connection with:

- a) dishonest, fraudulent, criminal or malicious conduct;
- b) wilful breach of statute; or
- c) conduct intended to cause **personal injury** or **property damage** (or conduct with reckless disregard for **personal injury** or **property damage**) by **you** or anyone acting on **your** behalf or with **your** knowledge or connivance.



## 6. Molestation

caused by or arising directly or indirectly out of or in connection with the molestation of, or physical or psychological interference with, any person.

## 7. Money and Securities

for loss or damage to cash, securities, bullion, gold or negotiable instruments owned by **you** or for which **you** have assumed a responsibility.

## Pollution

for:

- a) **Personal injury or property damage** or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the actual, alleged or threatened discharge, dispersal, release, seepage, migration, emission or escape of **pollutants**; or
- b) the cost of testing, monitoring, containing, removing, nullifying or cleaning up **pollutants** except liability otherwise excluded under paragraph (a) or (b) that arises from a sudden identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place.

**Your Insurer** will not pay for more than the **limit of indemnity** for all claims in the aggregate occurring during any one **period of insurance**.

## 8. Toxic Mould

arising directly or indirectly from or relating to mould, fungus, mildew or spores. This exclusion applies to any potential, alleged or actual liabilities and agreement to defend or indemnify.

## 9. Vehicles

Caused by or arising directly or indirectly out of or in connection with the ownership, possession, maintenance, use or control of any **vehicle**:

- a) which is registered or required to be registered by any legislation or competent authority, except where such liability is caused by:
  - i. the loading or unloading of any **vehicle** or the delivery or collection of goods to or from any **vehicle**, where such **personal injury or property damage** occurs beyond the limits of any carriageway or thoroughfare declared as a designated road; or
  - ii. the use of any mechanical tool or plant attached to or forming part of any **vehicle**, whilst the **vehicle** is being used at **your** premises or another work site for the purpose of **your** sport but not whilst the **vehicle** is in transit or is being used for transport or haulage; or
- b) where such liability is insured or required to be insured by any legislation or competent authority.

## 10. Welding and Allied Processes

caused by or arising directly or indirectly out of or in connection with non-compliance by **you** or by others working on **your** behalf with all applicable laws and standards relating to welding and allied processes including, but not limited to, AS 1674.1-1997 "Safety in welding and allied processes – Fire precautions" published by Standards Australia and as amended or substituted from time to time.

## Section 1 Sports Injury

### Who's Covered

**Your members.**

### What Your Members are Covered for

Death disability or injury due to an **accident** happening during the **period of insurance** which occurs while the **member** is taking part in the events listed below. This includes death disability or injury due to exposure to the weather following such an **accident**.

### Covered Events

**Your members** are covered when they:

1. Take part in a competition, game, performance or training session
2. Attend a social function
3. Travel to or from a competition, game, performance, social function, training session, administrative, fundraising or volunteer activity (subject to Limitation 2 in Section 1)
4. Stay away from their home to take part in a competition, game, performance, social function, training session or administrative activities
5. Are engaged in administrative, fundraising or volunteer activities.

The competitions, games, performances, social functions, training sessions, administrative, fundraising or volunteer activities must be:

1. For **your** sport that is shown in the **certificate**; and
2. Arranged by **you** or by **your business** or sporting association.

### Who's Not Covered

1. A **member** who fails to obtain and follow medical advice from a registered medical doctor about a condition for which a claim is made
2. A **member** who does not have a medical examination which **your** Insurer has requested. **They** will pay for the examination.

### What's Not Covered

These specific exclusions are in addition to the General Exclusions.

1. Death disability or injury that:
  - a) Can be claimed for under workers' or **accident** compensation legislation, compulsory third party cover or any other compulsory statutory scheme
  - b) Is deliberately self-inflicted
  - c) Takes place when a **member** is flying unless the **member** is a passenger on a licensed airline
  - d) Is directly or indirectly caused or contributed to by or in consequence of stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder

2. Death disability or injury that is due to:

- a) A medical condition that was known or ought reasonably to have been known to the **member** before the **period of insurance**;
- b) A heart condition, stroke or other cardiovascular condition if the **member** is over 35 years of age;
- c) An infection unless it can be shown that it was acquired as a result of direct contact while the **member** was taking part in a competition, game, performance or training;
- d) A **member** taking part in snow and ice sports, water skiing, or racing (other than racing on foot) unless it is the sport for which **you** are covered;
- e) A **member** being under the influence of or addicted to a drug or an intoxicating liquor;
- f) A **member** taking a performance enhancing drug.;
- g) Pregnancy or childbirth except as provided for in Benefit 18;
- h) A **member** taking part in the insured sport as a professional in that the **member's** sole **income** is derived from participating in the sport.

**How Your Insurer Pays Claims**

**Your insurer** will pay claims covered by this section on the basis set out below. **Your insurer** will not pay any more than the aggregate **limit of indemnity** shown on the **certificate** for all claims by all **members** during the **period of insurance**.

The **sums insured, excess or waiting period** applicable to each of the following Benefits 1 to 18 is shown in the **certificate**.

**1. Death**

**Your insurer** will pay the capital **sum insured** to the estate of a **member** who dies as a direct result of an **accident** covered by this section. The death must take place within 365 days of the **accident** that caused it. **We** will not pay more than 20% of the capital **sum insured** if the **member** is under 18 years old at the time of death.

## 2. Permanent Disability

**Your insurer** will pay the **member** that percentage of the capital **sum insured** that is shown next to the disability in the table below. The disability must take place within 365 days of the **accident** that caused it occurring.

### Schedule of Capital Benefits

#### Events:

1.	<b>Permanent</b> total disablement	100%
2.	<b>Permanent</b> paralysis of all limbs	100%
3.	<b>Permanent</b> loss of use of two limbs	100%
4.	<b>Permanent</b> loss of use of one limb	100%
5.	<b>Permanent</b> total loss of sight	100%
6.	<b>Permanent</b> total loss of sight in a eye remaining	100%
7.	<b>Permanent</b> total loss of sight or the lens in one eye	50%
8.	<b>Permanent</b> total loss of hearing	75%
9.	<b>Permanent</b> total loss of hearing in one ear	25%
10.	<b>Permanent</b> Total Loss of : - Liver	75%
11.	Two kidneys	75%
12.	One kidney	35%
13.	Sexual function	45%
14.	Two testicles	40%
15.	One testicle	7.5%
16.	Spleen	30%
17.	<b>Permanent</b> disfigurement to 100% of the surface of the head and neck	50%
18.	<b>Permanent</b> disfigurement to 100% of the surface of the remainder of the body	25%
19.	<b>Permanent</b> total loss of use of a thumb and all fingers on one hand	70%
20.	<b>Permanent</b> total loss of use of all the fingers on one hand	40%
21.	<b>Permanent</b> total loss of use of a thumb	30%
22.	<b>Permanent</b> total loss of use of one joint of a thumb	15%
23.	<b>Permanent</b> total loss of use of a finger	10%
24.	<b>Permanent</b> total loss of use of two joints of a finger	7.5%
25.	<b>Permanent</b> total loss of use of one joint of a finger	5%
26.	<b>Permanent</b> total loss of use of a foot	15%
27.	<b>Permanent</b> total loss of use of a big toe	5%
28.	<b>Permanent</b> total loss of use of one joint of a big toe	3%
29.	<b>Permanent</b> total loss of use of each other toe	3%
30.	Broken leg or kneecap that will not join	10%
31.	Shortening of a leg by at least 5 centimetres	7.5%
32.	Any <b>permanent</b> disability or disfigurement that is not total or is not listed under Events 7 to 31, will be paid for in proportion to the degree of <b>permanent</b> disability as compared with the cases as listed in the <b>certificate</b> of Capital Benefits without taking into account the occupation of the <b>member</b> .	

**Your insurer** will pay such a percentage of the capital benefit that **we** in **our** absolute discretion determine and being in **our** opinion not inconsistent with the compensation provided under Events 7 to 31 inclusive, limited always to a maximum of 75% of the Event 1 compensation amount.

The degree of **permanent** injury will be decided at 365 days after the **accident**.

### 3. Modification Expenses

If a **member** is:

- a) insured for death, **permanent** disability and one of Loss of Earnings, Student or Home Help; and
- b) is entitled to 100% of the benefit under Clause 2, '**permanent** disability'; **your insurer** will pay up to the **sum insured** for costs necessarily incurred to modify the **member's** home and/or motor **vehicle**, or relocating to a suitable home provided that the modifications and/or relocation are certified to be necessary by a legally qualified medical practitioner.

### 4. Funeral Benefit

**Your insurer** will pay up to the funeral benefit **sum insured** as shown on the **certificate** for the funeral of a **member**. The death must:

- a) Be covered under Clause 1. 'Death' above; and
- b) Take place within 365 days of the **accident** that caused it occurring.

### 5. In Memoriam Benefit

**Your Insurer** will reimburse **you** all reasonable costs associated with observance of the death of a **member** up to the **sum insured**. The death must:

- a) Be covered under Clause 1. 'Death' above; and
- b) Take place within 365 days of the **accident** that caused it occurring.

### 6. Weekly Benefit

**Your insurer** will pay the **member** up to the weekly **sum insured** if a disability or injury caused by an **accident** covered by this section stops the **member** doing what the **member** was capable of doing by training or experience to earn **income**. The payments will be made at the end of each 4 week period.

But, **they** will:

- a) Not pay if the **member** is not in paid employment at the time of the **accident**
- b) Not pay during the **waiting period** or for more than the period shown in **your certificate** for any one **accident**
- c) Not pay more than the average weekly **income** that the **member** earned in the 12 months directly before the **accident** took place. If the **member** was not working for the full 12 months the average will be based on the time worked. **Income** earned from playing or training for sport is not covered
- d) Not pay until a **member** has seen a registered medical doctor about the disability or injury
- e) Stop payments once the **member** is able to return to any form of work. If the **member** earns less solely due to the disability or injury **your insurer** will pay the difference. Note: **Your insurer** will pay benefits under only one of Sections 6 (Loss of Earnings), 7 (Student Help) or 8 (Home Help).

## 7. Student Help

This cover is only available for full time students. **your insurer** will pay the **member** up to the weekly **sum insured** for student help expenses incurred if a disability or injury caused by an **accident** covered by this section stops the **member** from going to **their** usual school, college or other place of learning. The payments will be made at the end of each 4 week period.

But, **your insurer** will:

- a) Not pay the weekly **sum insured** during the **waiting period** or for more than the period shown in **your certificate** for any one **accident**
- b) Not pay until the **member** has seen a registered medical doctor about the disability or injury
- c) Only pay for help that the **member** reasonably needs and incurs to continue **their** education
- d) Stop payments once the **member** can go to **their** usual place of learning without help

Note: **Your insurer** will pay benefits under only one of Sections 6 (Loss of Earnings), 7 (Student Help) or 8 (Home Help).

## 8. Home Help

**Your insurer** will only cover home help that is provided by a recognised agency. **We** will pay the **member** up to the weekly **sum insured** for home help expenses incurred if a disability or injury caused by an **accident** covered by this section stops the **member** from caring for themselves in their home. The payments will be made at the end of each 4 weeks period.

But, **we** will:

- a) Not pay the weekly **sum insured** during the **waiting period** or for more than the period shown in **your certificate** for any one **accident**.
- b) Not pay until the **member** has seen a registered medical doctor about the disability or injury.
- c) Only pay for the home help that the **member** reasonably needs and incurs to continue to live in **their** home.
- d) Stop payments once the **member** can care for themselves at home as **they** could before the **accident**.

Note: **Your insurer** can pay benefits under only one of Sections 6 (weekly benefits), 7 (Student Help) or 8 (Home Help).

## 9. Parents' Allowance

This cover is only available for full time students under 25 years of age. **Your insurer** will pay the custodial parents of the **member** the daily **sum insured** for Parent's Allowance while the **member** is in hospital. The payments will be made at the end of each 4 week period. But, **they** will not pay:

- a) Unless the **member** is in hospital because of a disability or injury caused by an **accident** covered by this section.
- b) More than the **sum insured** in the **certificate** for any one **accident**.

## 10. Dependent Children's Allowance

**Your Insurer** will reimburse up to the **sum insured** all reasonable costs incurred by the Dependent Children of a **member** as a direct result of a disability or injury caused by an **accident** covered by this section whilst the **member** is undergoing medical treatment.

## 11. Medical and Dental Costs

**Your insurer** will pay the cost of:

- a) An ambulance;
- b) Hospital accommodation and theatre fees;
- c) Orthotics, Splints and Prosthesis;
- d) Treatment given by a dentist; and
- e) If given on the advice of a registered medical doctor treatment given by a chiropractor, masseur, naturopath, osteopath or physio-therapist; for the **member**. The costs must arise from a disability or injury caused by an **accident** covered by this section.

But, **they** will not pay:

- a) For those costs that are covered by Medicare, private health insurance, a statutory insurance scheme such as workers compensation or which can only be covered by a registered health insurer. This includes those costs that the law states **your insurer** cannot cover, such as Medicare 'gaps'.
- b) For treatment that takes places later than 365 days after the **accident** unless the delay is on the advice of a registered medical doctor or dentist.
- c) More than that percentage which is shown in the **certificate** of the amount spent.
- d) More than the Medical and Dental Costs **sum insured** for any one disability or injury.

In addition to other benefits paid under this Medical and Dental Costs Section 12, where a **member** is hospitalised more than 200 kilometres from **their** normal place of residence for 3 days or more as a result of disability or injury caused by an **accident** covered by this section, **your** Insurer will pay up to \$2,500 for cost of repatriation to a suitable medical facility of the **member's** choice closer to **their** normal place of residence.

## 12. Home Nursing Care

**Your insurer** will reimburse a **member** up to the weekly **sum insured** for nursing care provided by a registered nurse who is not related to the **member** where they are confined to bed for a period of not less than 7 days as certified necessary by their legally qualified medical practitioner and necessitated as a result of disability or injury caused by an **accident** covered by this section.

**Your insurer** will not pay benefits under this section:

- a) for more than the period shown in **your certificate**;
- b) where the **member** is confined to a bed in an institution used as a nursing or convalescent home, a geriatric ward, a mental institution, a place of rest, a rehabilitation facility or a place for the care of drug or alcohol addicts.

## 13. Ancillary Non Medical Expenses

**Your insurer** will reimburse a **member** up to the **sum insured** for ancillary non medical expenses being expenses related to medical treatment and medical practitioner and incurred as a result of disability or injury caused by an **accident** covered by this section. Ancillary non medical expenses includes items such as travel to receive treatment, but does not include wages lost by any person. No benefits are payable under this Ancillary Non Medical Expenses section 13 if benefits are paid under any of Section 6 (Loss of Earnings), Section 7 (Student Help) or Section 8 (Home Help).

## 14. Rehabilitation Benefits

- a) **Your insurer** will reimburse a **member** up to the **sum insured** for tuition or advice fees from a licensed vocational college provided such tuition or advice is certified as necessary by a legally qualified medical practitioner and agreed to in writing by **your insurer** and incurred as a result of disability or injury caused by an **accident** covered by this section.
- b) **Your insurer** will reimburse a **member** up to the **sum insured** for rehabilitation expenses certified as necessary by **their** legally qualified medical practitioner and agreed to in writing by **your insurer** and incurred as a result of disability or injury caused by an **accident** covered by this section. Rehabilitation expenses includes but is not limited to gymnasium fees or personal physical trainer fees.

#### 15. Unexpired Membership Reimbursement Benefit

**Your insurer** will reimburse a **member** up to the **sum insured** for pro-rata refund of **your business** club's or association's membership/registration fee from the date of bodily injury should the **member** be deemed by their legally qualified medical practitioner to be unable to participate in the playing of the sport for the remainder of the season and this is as a result of disability or injury caused by an **accident** covered by this section.

#### 16. HIV Positive Benefit

If a **member** becomes HIV Positive as a direct result of an **accident** whilst participating in **your sport** **your insurer** will pay 10% of the **permanent** total disability Benefit 1. as listed in the **certificate** of Capital Benefits.

#### 17. Miscarriage or Premature Childbirth Benefit

If a **member** suffers a miscarriage or premature childbirth (up to a maximum of 26 weeks of pregnancy) as a direct result of an **accident** whilst participating in **your sport** **your insurer** will pay the **member** \$2,500 compensation.

#### 18. Kidnapping

If a **member** is kidnapped from a covered event, **your insurer** will pay 10% of the **permanent** disability benefit 1 as listed in the **certificate** of capital benefits.

#### Limitations

1. **Your insurer** will not pay for more than one disability for each **accident**. The payment will always be the greater percentage of the capital **sum insured** that is payable. But:  
  
The permanent loss of several fingers and or a thumb will be treated as one disability with a limit of 70%. The permanent loss of several toes will be treated as one disability with a limit of 15%.  
  
Any payment of the capital **sum insured** will be reduced by the amount already paid for loss of earnings if it is due to the same **accident**.
2. For an **accident** that occurs when travelling to or from a competition; game; performance; social function; training session; administrative, fundraising or volunteer activity the benefit **your Insurer** will pay under 1. Death or 2. **Permanent Disability for Events 1 to 32** shall be limited to 20% of the capital **sum insured** shown in the **certificate**.

#### Disappearance

**Your insurer** will assume that a **member** died as a result of an **accident**, if:

- a) The **member** disappears when the conveyance in which the **member** was travelling crashed, disappeared or sank; and
- b) The body of that **member** is not found within 365 days of the crash, disappearance or sinking.

**Your insurer** will only pay Death benefits after a disappearance if the legal representatives of a **member's** estate provide them with a signed undertaking that these amounts will be repaid to them if it is later discovered that a **member** did not die or did not die as a result of an **accident** covered by this section.

#### Extra Benefits

1. Double Capital **sum insured** **your insurer** will double the capital **sum insured** for a person under 12 years of age who suffers:
  - a) **Permanent** total disablement; or
  - b) **Permanent** paralysis of all limbs.

#### Optional Extra

1. Loss of Earning for 104 Consecutive Weeks

**Your insurer** will increase the limit for payments of the weekly **sum insured** for disability or injury caused by an **accident** covered by this section to 104 consecutive weeks if **you** have selected this optional extra and this extra is shown on the **certificate**.



## Section 2. Sports Liability

### What's Covered

#### Part A General Liability

Your legal liability for:

1. **Property Damage**
2. **Personal Injury**
3. **Advertising Liability.**

The **property damage**, **personal injury** or **advertising liability** happening during the **period of insurance** as the result of an **occurrence** that is connected with **your** club, league or association or in the conduct of the **business**. It can take place either in Australia or New Zealand and anywhere else in the world excluding USA and Canada whilst conducting normal **business** or club activities and adhering to club rules and by-laws.

#### Part B Products Liability

Your legal liability for:

1. **Property Damage**
2. **Personal Injury**

The **property damage** or **personal injury** must happen during the **period of insurance** as a result of an **occurrence** that is caused by **your** Products. They must be supplied by **you** in or from Australia.

### What's Not Covered

The following specific exclusions apply to this section in addition to the General Exclusions.

#### Part A General Liability

Your insurer will not be liable for:

##### Products

**Personal injury** or **property damage** caused by **your** Products.

##### Participant to Participant Liability

A claim for **personal injury** caused or contributed by any **member** against another participant whilst both are actually participating in competitions, games, performances or training sessions of **your** sport unless specified as covered in the **certificate**.

##### Fire

A claim that arises out of a fire if it was deliberately lit by **you** or on **your** behalf in breach of a law regulation, by-law or ordinance.

##### Defective Work

For the cost of repairing, correcting, performing or improving any work or service undertaken or provided by **you** or on **your** behalf.

##### Underground Services

Caused by or arising directly or indirectly out of or in connection with **property damage** to any underground services except where **you** have contacted the appropriate authorities to verify the existence and location of underground services and have obtained from them a plan detailing the location of such services prior to commencement of work.

### Property in Your Physical or Legal Control

for **property damage** to property owned, leased or hired by or under hire purchase or on loan to **you** or otherwise in **your** physical or legal care, custody or control, other than:

- a) buildings and their contents at **your** premises, which are leased or rented or on loan to **you** for **your** sport;
- b) employees' and visitors' clothing and personal effects;
- c) Vehicles (not owned or used by **you** or on **your** behalf or liability for Vehicles not otherwise excluded by this **policy**) whilst in a car park owned or operated by **you** other than for reward;
- d) other property not owned by **you**, leased to **you**, rented to **you** or on loan to **you** but temporarily and legally occupied by **you** or in **your** possession or control, however **your** Insurer will not indemnify **you** for damage to that part of such property on which **you** are working or have been working and which arises out of that work.
- e) The **limit of indemnity** in respect of coverage provided under Subsection (a) to (d) is \$100,000 for any one occurrence and for all claims during the **period of insurance** in the aggregate inclusive of all costs, expenses and interest as stated in the **certificate**.

### Removal or Weakening of Support

Claims in respect of **property damage** where such property consists of land or fixed property and where such damage is caused by tunnelling, underpinning, vibration or interference with the support of that property.

### Part B Products Liability

**Your insurer** will not be liable for:

#### General Liability

Any claim covered by Part A of this section.

#### Product Defect, Product Recall and Faulty Work

- a) for **property damage** to **your product** caused by or arising directly or indirectly out of or in connection with any defect or lack of quality in **your product**, the harmful nature of **your product** or unsuitability or ineffectiveness of **your product**; or
- b) caused by or arising directly or indirectly out of or in connection with the withdrawal, inspection, removal, reinstallation, repair, replacement or loss of use of **your product**, or of any property of which **your product** forms a part, if **your product** is recalled from the market or from use because of any known or suspected defect or deficiency in it.

#### Design

caused by or arising directly or indirectly out of or in connection with the design, plan, formula or specification of **your product** or any instructions, warnings, advice or information on the characteristics, use, storage or **application of your product**.

### Parts A and B

**Your insurer** will not pay for:

#### Communicable Diseases

**Personal injury** to any person arising directly or indirectly out of the contraction of AIDS or AIDS related diseases or the transmission of any communicable disease by **you** or any of **your** Employees or agents.

#### Aircraft and Watercraft

caused by or arising directly or indirectly out of or in connection with:

- a) the ownership, possession, use, existence, working, navigation, operation, repair, maintenance, servicing, construction or installation by **you** or on **your** behalf of any **aircraft**; or
- b) the ownership, possession, use, existence, working, navigation, operation, repair, maintenance, servicing, construction or installation by **you** or on **your** behalf of any **watercraft** (subject to Extra Benefits 2 and 3); or
- c) any place or structure where aircraft are stored, maintained or used.

### **Defamation**

caused by or arising directly or indirectly out of or in connection with publication of a libel, utterance of a slander or defamation:

- a) first made prior to the **period of insurance**;
- b) made by **you** or with **your** authority, with knowledge of its falsity or defamatory character; or
- c) in any way related to advertising, broadcasting, publishing or telecasting activities conducted by **you** or on **your** behalf, including but not limited to the publication of material on the Internet unless done unknowingly and unintentionally and without **your** knowledge of the falsity or defamatory character.

### **Professional Liability**

caused by or arising directly or indirectly out of or in connection with the rendering of or failure to render professional advice or service by **you** or on **your** behalf or an error or omission in connection therewith, but this exclusion does not apply to:

- a) the rendering of or failure to render professional medical advice by medical persons employed by **you** to provide first aid and other medical services at events as outlined in Covered Events in Section 1. Sports Injury of this **policy**; or
- b) **personal injury** or **property damage** arising from the rendering of or failure to render professional advice or service, provided such professional advice or service is not given for a fee; or
- c) **personal injury** or **property damage** arising from the rendering of advice in relation to sports equipment or goods **you** supply to others.

### **Asbestos Exclusion**

It is hereby understood and agreed that this **policy** shall not indemnify the insured for injury loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing Asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

It is hereby understood and agreed that this **policy** shall not indemnify the insured for any claim arising in connection with the recall or any Products due to an Asbestos health hazard.

### **Biological or Chemical Materials Exclusion - NMA 2962**

It is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

06/02/2003

### **Terrorism Exclusion Endorsement - NMA 2920**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement, an act of terrorism means an act, including but not limited to the use of force or violence and or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### **War and Civil War Exclusion Clause - NMA 464**

Notwithstanding anything to the contrary contained herein, this **policy** does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

1/1/1938 I Approved by Lloyd's Underwriters' Non-Marine Association

#### **Cyber Exclusion - NMA 2915**

##### **1. Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the **policy** or any endorsement thereto, it is understood and agreed as follows:

- (a) This **policy** does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically-controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this **policy**, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the **policy** period to property insured by this **policy** directly caused by such listed peril.

Listed Perils  
Fire  
Explosion

##### **2. Electronic Data Processing Media Valuation**

Notwithstanding any provision to the contrary within the **policy** or any endorsement thereto, it is understood and agreed as follows:

Should **electronic data** processing media insured by this **policy** suffer physical loss or damage insured by this **policy**, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from backup or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank media. However, this **policy** does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

25/01/2001

**Electronic Data Recognition Exclusion (EDRE) - NMA 2802**

This **policy** does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non- computer equipment, whether the property of the Insured or not; or
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

1 7/1 2/1 997 I Form approved by Lloyd's Underwriters' Non-Marine Association Limited

**Radioactive Contamination and Explosive and Explosive Nuclear Assemblies Clause - NMA 1622**

This **policy** does not cover:

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss; or
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

04/04/1968 I Approved by Lloyd's Underwriters' Non-Marine Association

**Loss of Use**

Loss of use of tangible property (not physically lost, destroyed or damaged) caused by or arising directly or indirectly out of:

- a) delay or lack of performance by **you** or on **your** behalf under any contract or agreement; or
- b) the failure of **your product** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by **you**, except for loss of use of other tangible property resulting from the sudden and accidental physical loss, destruction or damage to **your product** after **your product** has been put to use by any person or organisation other than **you**.

**Territorial Limit**

- a) arising out of claims made or actions brought in the United States of America, Canada or **their** territories, protectorates, or dependencies coming within the jurisdiction of the courts of the United States of America, Canada or **their** territories, protectorates or dependencies; or
- b) arising out of claims and actions to which the laws of the United States of America, Canada or **their** territories, protectorates, or dependencies apply.

## How Your Insurer Pays Claims

1. Any indemnity provided by **your insurer** to **you** is provided in consideration of payment of the **premium** by **you** and is subject to the terms and conditions of this **policy** including the **limit of indemnity** and the **excess**.

### Claim Costs

2. In addition but subject always to the clause '**limit of indemnity**', **your insurer** will pay:
  - a) costs and expenses incurred by **your insurer**, or by **you** with **your insurer's** prior written consent, in the investigation, settlement or defence of any claim for compensation for which **you** are entitled to indemnity under this **policy**; and
  - b) legal costs taxed or assessed against **you** in any claim referred to in Clause 2. (a) and all interest accruing from the entry of judgment against **you** until **your insurer** has paid, tendered or deposited in court such part of the judgment as does not exceed the **limit of indemnity**.

### Limit of Indemnity

3.
  - a) Except as provided in Clause 3 (b), **your insurer's** total liability under this **policy** to indemnify **you**:
    - i. in respect of any one **occurrence** will not exceed the **limit of indemnity**; and
    - ii. for all claims in respect of **products liability** during the **period of insurance** is limited in the aggregate to the **limit of indemnity**.
  - b) Subject to Clause 3 (c), **your insurer** will indemnify **you** for up to twenty five percent (25%) of the Limit of Indemnity in addition to the **limit of indemnity** for amounts that they pay to **you** or on **your** behalf under the clause 'Claims Costs'.
    - i. in respect of any one **occurrence**; and
    - ii. for all claims in respect of **products liability** during the **period of insurance** in the aggregate.
  - c) If a judgment or an amount required to settle a claim exceeds the **limit of indemnity**, **your** Insurer's liability to pay costs and expenses under Subsection 2 is limited to the proportion the **limit of indemnity** bears to the amount required to be paid to dispose of the claim and in all cases will not exceed the amount specified in paragraph (b).
  - d) All **personal injury** and **property damage** consequent upon or attributable to one source or originating cause shall be deemed one **occurrence**. Any entitlement to indemnity under this **policy** for such an **Occurrence** will be determined by reference to the date on which the **personal injury** or **property damage** from the one source or originating cause first occurred.

### Extra Benefits

1. More than One Insured When the insured is made up of more than one party, each party will be treated as if they had a separate **policy** provided **your insurer's** liability is not increased.
2. Watercraft Used for Functions **your insurer** will extend this section to cover **you** when **you** use **watercraft** that are owned and operated by other people for sport and social functions if they are:
  - a) Less than 20 metres long
3. Watercraft Used for **your** sport **your insurer** will extend this section to cover **you** when **you** use watercraft for **your** sport if **they** are:
  - a) Propelled by hand and less than 20 metres long; and
  - b) Other boats less than 8 metres long.

### Section 3. Professional Indemnity (Claim Made and Notified)

#### What's Covered

**Your** legal liability for a breach of duty that arises from umpiring, officiating, refereeing, training or coaching **your members** for **your** sport that is shown in the **certificate** at events arranged by **you** or **your** sporting association.

The **breach of duty** must occur in Australia or New Zealand and anywhere else in the world excluding USA and Canada whilst conducting normal club activities and adhering to club rules and by-laws.

#### What's Not Covered

The following specific exclusions apply to this section.

**Your insurer** will not indemnify **you** for:

1. A claim for a breach of duty that:
  - a) Occurred before the **retroactive date**
  - b) Was made or threatened or intimated in any way before or after the **period of cover**. This does not apply if **you** first become aware of the facts, from which the claim arises, during the **period of cover** and **you** tell **your** Insurer about them during the same period.
2. A claim for a breach of duty that arises out of facts that:
  - a) Were notified under an earlier **policy**, disclosed in the **application** for this **policy** or notified under any previous **policy**.
  - b) **You** were aware of or ought reasonably be aware may give rise to a claim before this cover began.
3. A claim for a Breach of Duty that arises directly or indirectly out of:
  - a) Non-medically prescribed drugs
  - b) Goods that are supplied by **you**
  - c) Libel, slander or defamation
  - d) The unintentional infringement of copyright, trademarks, registered designs or patents, plagiarism or breach of confidentiality.
  - e) **Your** insolvency, bankruptcy, or liquidation of the Insured.
  - f) Any breach of the Trade Practices Act 1974, Fair Trading Act 1987 and equivalent legislation in relation to the sale of goods in any State or Territory as amended.
  - g) Any trading debt incurred, or any guarantee in respect of such debt given by **you**.
  - h) **Your** functions and duties as a director and/or officer of **your** sport association or any legal entity, corporation or other incorporated body.
  - i) Loss or deprivation of or damage to documents of any kind.
4. Territorial Limit
  - a) arising out of claims made or actions brought in the United States of America, Canada or their territories, protectorates, or dependencies coming within the jurisdiction of the courts of the United States of America, Canada or their territories, protectorates or dependencies; or

- b) arising out of claims and actions to which the laws of the United States of America, Canada or **their** territories, protectorates, or dependencies apply.

### How Your Insurer Pays Claims

Any indemnity provided by **your insurers** to **you** is provided in consideration of payment of the **premium** by **you** and is subject to the terms and conditions of this **policy** including the **limit of indemnity** and the **excess**.

**Your Insurer** will pay those:

1. Sums that **you** become legally liable to pay as damages and as claims costs which include:
  - a) costs and expenses incurred by **your** insurer, or by **you** with **your insurer's** prior written consent, in the investigation, settlement or defence of any claim for compensation for which **you** are entitled to indemnity under this **policy**; and
  - b) legal costs taxed or assessed against **you** in any claim referred to in paragraph (a) and all interest accruing from the entry of judgment against **you** until **your** Insurer has paid, tendered or deposited in court such part of the judgment as does not exceed the **limit of indemnity**.
2. But **your** Insurer will not pay more than:
  - a) The **limit of indemnity** for one claim including claims costs.
  - b) The Annual Limit that is shown in the **certificate** for all claims in one **period of insurance**.

End of Policy Wording



This page is intentionally left blank



**Arthur J. Gallagher**  
BUSINESS WITHOUT BARRIERS™  
*Incorporating OAMPS Insurance Brokers*

Arthur J. Gallagher & Co (Aus) Limited  
289 Wellington Parade South  
East Melbourne  
Victoria, 3002, Australia  
Phone: 1800 240 432  
Fax: 03 9412 1601  
Email: [omp@ajg.com.au](mailto:omp@ajg.com.au)