



MEMBER INSURANCE PLAN

Product Disclosure Statement & Policy Wording

SUAMIP.0323

Effective Date 15 March 2023

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Important Information

Introduction

This Product Disclosure Statement ('PDS') contains important information about this insurance to assist in the making of a decision in relation to it.

The PDS also sets out the significant features, benefits and risks associated with this Policy. You still need to read the Policy Wording for a full description of the terms, conditions, exclusions and limitations.

The Definitions found in the Policy Wording apply to this PDS and for the purpose of this PDS 'you' means where applicable the Insured and/or other persons covered under the Policy.

This PDS was prepared on 24 February 2023.

The Insurer

This Policy is underwritten and issued by Pacific International Insurance Pty Limited (ABN 83 169 311 193, AFSL No. 523921) (Pacific) PO BOX 550, Kotara, NSW 2289.

Sports Underwriting Australia

Sports Underwriting Australia Pty Ltd (ABN 53 119 852 096, AFSL No. 302484) ('Sports Underwriting Australia') acts under a binding authority provided by the Insurer, Pacific International Insurance Pty Limited (Pacific), to administer and issue policies, alterations, and renewals on their behalf. In all aspects of arranging this Policy, Sports Underwriting Australia acts as an agent of Pacific and not as agent for you.

Sports Underwriting Australia's contact details are:

Office: 46 Kilby Road, Kew East, VIC 3102

Mail: PO Box 288, Kew East, VIC 3102

Phone: 03 8862 2600

Website: www.sportsunderwriting.com.au

Important information about Sports Underwriting Australia's advice

Any advice Sports Underwriting Australia gives about this policy is General Advice only. General Advice is advice that has been prepared without considering your individual objectives, financial situation or needs. For this reason, before you act on this General Advice, you should consider the appropriateness of the General Advice having regard to your individual objectives, financial situation and needs.

Before you make any decisions about whether to acquire this Policy, Sports Underwriting Australia recommends you read this document.

Our contract with the Insured

This Policy is a contract of insurance between the Insured and us and contains all the details of the cover that we provide.

The Policy consists of:

- the Schedule;
- this PDS and Policy Wording;
- any proposal or application completed by the Insured;
- any endorsement or document we tell you forms part of the Policy which may vary or modify the above documents.

These documents should be read together as they jointly form the contract of insurance between the Insured and us.

Group Insurance Policy

A Member's or Voluntary Worker's access to this Policy is solely by reason of the statutory operation of Section 48 of the *Insurance Contracts Act 1984* (Cth). Members and Voluntary Workers are not a contracting insured and do not enter into any agreement with us.

A Member's or Voluntary Worker's access to cover:

- a. begins from the time the relevant person meets the criteria specified in the Policy and becomes insured; and
- b. ends at the earliest of the following events:
 - when the relevant person no longer meets the criteria specified in the Policy to be insured; or
 - at the end of the Period of Insurance; or when the Policy is cancelled by us or the Insured;

If a Member or Voluntary Worker makes a claim under the Policy, then such person will have the same obligations to us as if they were the Insured and we will have the same rights against them as we would have against the Insured.

The Insured must ensure that a copy of this PDS is made available to each Member or Voluntary Worker.

Duty of Disclosure

If you are not a natural person, before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary, or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim to the extent we have been prejudiced by your failure, 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.

Who needs to tell us

It is important that you understand that you are answering our questions in this way for you and anyone else whom you want to be covered by the policy.

For Individuals

If you are a natural person, a different duty of disclosure to the one set out above applies to you. Please contact your intermediary so that you can be informed of the duty of disclosure that applies to you.

The Cost of the Policy and Paying for the Insurance

Premium

All cover is subject to the payment of Premium and the terms, conditions, exclusions and provisions of this Policy.

The Premium payable by you will be specified in your Schedule. The Premium is calculated taking into consideration a number of risk factors including the number of members or voluntary workers, type of sporting activity, the Excess chosen, the Sums Insured and/or Limit of Liability and your previous insurance history.

Premiums are subject to government charges, taxes and levies where applicable. They can include GST, stamp duty, and any other charges.

Non-Payment of Premium

If the Insured fails to pay the Premium within the period of time stipulated in the quotation or within 90 days of inception of the policy, whichever occurs first, ("the due date") or if the payment method is dishonoured and therefore we have not received the payment by the due date, we will have the right to cancel the Policy. Unless we tell the Insured, any payment reminder we send does not change the expiry of the cover or the due date of the Premium.

Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of this Policy include:

Commission: Sports Underwriting Australia may receive a commission payment from us when the Policy is issued, varied or renewed. For details of the relevant commission paid, please refer to the Financial Services Guide or contact Sports Underwriting Australia directly.

Agency Fee: An agency fee may be charged by Sports Underwriting Australia for administration and compliance costs associated with Sports Underwriting Australia's role in the distribution of this product. This agency fee is in addition to the Premium and is noted separately in the Policy Schedule issued. The agency fee is not refundable in the event of cancellation unless the Policy is cancelled within the cooling-off period or is a full-term cancellation. For details of the Agency Fee payable, please refer to the Financial Services Guide or contact Sports Underwriting Australia directly.

Taxation Implications

For the purposes of the below provisions for Taxation Implications, the use of:

- 'we', 'us', and 'our' includes Sports Underwriting Australia;
- 'you' and 'your' means the Insured, Members and Voluntary Workers (insofar as applicable).

The following taxation information is only a guide. Your individual circumstances will be important to and may affect the tax treatment of any Premiums you pay or benefits you receive. You should consult your tax adviser regarding your individual circumstances.

Income Tax

Generally, if you receive weekly benefits as provided under the Policy, these benefits may be assessable to you and subject to tax at your marginal income tax rate. However, lump sum amounts that you receive are generally not taxable provided certain conditions are met.

Pay As You Go Withholding Taxes ('PAYGW') may be withheld from any payments to you deemed to be taxable income in your hands.

Goods and Services Tax

Generally, you will not be required to pay Goods and Service Tax (GST) on any benefits you receive under your Policy. However, you must advise us if you are entitled to claim an input tax credit in relation to any GST payable on your Premium and the extent of that entitlement. If you do not provide this information to us, you may be liable to pay an amount of GST on benefits you receive.

If you are registered for GST, any payment we make may be reduced by the amount of any input tax credit you or another person are entitled to for those expenses.

Cooling-off period

If, after reading your Policy, you are not satisfied with the cover, you may cancel this policy within 14 days of receiving it and obtain a full refund less any non-refundable government charges and taxes that we have paid. You may notify us in writing or electronically.

If you make a claim for any incident within the 14-day period, you must pay your annual premium in full.

If your policy is for an event that will finish within the 14-day cooling off period, you can only exercise your right to cancel before the event starts.

Receiving Your Policy Documents

You will receive the Policy documents:

- electronically, including but not limited to email; or
- by post.

If the Insured tells Sports Underwriting Australia to send the Policy documents electronically, Sports Underwriting Australia will send them to the email address that the Insured has provided. This will continue until the Insured tells Sports Underwriting Australia otherwise or until Sports Underwriting Australia advises that this method is no longer suitable. Each electronic communication will be deemed to be received by the Insured twenty-four (24) hours after it leaves Sports Underwriting Australia's information system. If the Insured does not tell Sports Underwriting Australia to send the Policy documents electronically, the Policy documents will be sent to the mailing address that the Insured has provided.

The Insured is responsible for ensuring that the email and other contact details that Sports Underwriting Australia has are up to date. Please contact Sports Underwriting Australia to change any email or contact details.

Updating the Policy

We will not make any material change to the Policy after the start of the Period of Insurance. Where a change is made to the Policy, we will issue the Insured with new Policy documents or other compliant document. A paper copy of any updated information is available to the Insured at no cost by contacting Sports Underwriting Australia.

Renewal Procedure

Before this Policy expires, we will advise the Insured whether we intend to offer renewal and if so on what terms. It is important to check the terms of any renewal before renewing to ensure that the details are correct.

How to Make a Claim

The Insured must notify Sports Underwriting Australia as soon as reasonably possible but in any event no later than within thirty (30) days of an event that is likely to give rise to a claim. A failure to furnish us with notice within the time provided in the Policy will not invalidate any claim but we may reduce our liability under the Policy to the extent to which we have suffered any prejudice due to such failure.

Once we are notified of a claim the Insured will be provided with claim form(s). The Insured must fully complete and return the claim forms together with such other information and documentation that we require to consider the claim. This information can include health certificates, medical practitioners' reports, employer reports and related evidence of the claim.

You can notify an event and/or claim by sending notice to Sports Underwriting Australia:

Email: claims@sportsunderwriting.com.au

Mail: Claims Team, PO Box 288, Kew East, VIC 3102

Privacy Statement

In this Privacy Statement the use of

- 'We', 'Us' and 'Our' means Pacific and Sports Underwriting Australia unless specified otherwise; and
- 'you' and 'your' means the Insured, Members and Voluntary Workers.

We are committed to protecting your privacy. We are bound by the obligations of the *Privacy Act 1988* (Cth). This sets out basic standards relating to the collection, use, storage, and disclosure of personal information.

The primary purpose for Our collection, use, storage, and disclosure of your personal information is to enable Us to provide insurance services to you.

We need to collect, use and disclose your personal information (which may include sensitive information) to consider your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim. You can choose not to provide Us with some of the details or all your personal information, but this may affect Our ability to provide the cover, administer the insurance or assess a claim.

We may disclose the personal information We collect to third parties who assist Us in providing the above services, such as related entities, distributors, agents, insurers, reinsurers, and service providers. Some of these third parties may be located outside of Australia, for example Barbados or the Republic of Ireland. In all instances where personal information may be disclosed to third parties who may be located overseas, We will take reasonable measures to ensure that the overseas recipient holds and uses your personal information in accordance with the consent provided by you and in accordance with Our obligations under the *Privacy Act 1988* (Cth).

Personal Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from your insurance intermediary or co-insureds).

If you provide personal information for another person you represent to Us that:

- you have the authority from them to do so and it is as if they provided it to Us;
- you have made them aware that you will or may provide their personal information to Us, the types of third parties We may provide it to, the relevant purposes We and the third parties We disclose it to will use it for, and how they can access it. If it is sensitive information, We rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell Us before you provide the relevant information.

You are entitled to access your personal information and request correction if required.

By providing Us with your personal information, you consent to Our collection, use and disclosure, as outlined above and in accordance with Sports Underwriting Australia's Privacy Policy.

This consent remains valid unless you alter or revoke it by giving written notice to Sports Underwriting Australia's Privacy Officer. Should you wish to withdraw your consent, We may not be able to provide insurance services to you.

Sports Underwriting Australia's Privacy Policy sets out how:

- Sports Underwriting Australia protects your personal information;
- you may access your personal information;
- you may correct your personal information held by Us;
- you may complain about a breach of the *Privacy Act 1988* (Cth) or Australian Privacy Principles and how Sports Underwriting Australia will deal with such a complaint.

If you would like additional information about privacy or would like to obtain a copy of the Privacy Policy, please contact Sports Underwriting Australia's Privacy Officer by:

Email: privacy@sportsunderwriting.com.au

Phone: +61 3 8862 2600

Mail: PO Box 288, Kew East, VIC 3102

You can download a copy of Sports Underwriting Australia's Privacy Policy by visiting www.sportsunderwriting.com.au.

Complaints and Dispute Resolution Process

Sports Underwriting Australia and Pacific are committed to meeting and exceeding clients' expectations whenever possible and would like to know if your expectations have not been met. You are entitled to make a complaint about any aspect of your relationship with Sports Underwriting Australia or Pacific including the conduct of its agents and authorised representatives. Sports Underwriting Australia and Pacific will attempt, in good faith, to resolve any complaint /dispute in a fair, transparent and timely manner.

What is a complaint: A complaint is an expression of dissatisfaction made to or about us, related to our products, services, staff, or the handling of a complaint, where a response or resolution is explicitly or implicitly expected, or legally required.

The complaints process described below does not apply to your complaint if Sports Underwriting Australia resolve the complaint to your satisfaction by the end of the 5th business day after your complaint was received by Sports Underwriting Australia, or in the circumstances where we are unable to take any further action to reasonably address the complaint and we have explained the circumstances to you. The exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, financial hardship or in the circumstances where a written response is requested.

This policy complies with the General Insurance Code of Practice and any relevant Australian Securities and Investments Commission (ASIC) guidelines. Vulnerability Support and Financial Hardship Financial Hardship involves an inability of the customer to pay a debt, rather than an unwillingness to do so. Financial Hardship can arise from a variety of situations and can be either of limited duration or long term.

If we are informed that you are experiencing Financial Hardship, we are required to supply you with an application form for Financial Hardship assistance and contact details for the National Financial Counselling hotline 1800 007 007.

We will review any applications for Vulnerability Support and/or Financial Hardship in accordance with Part 9 (Supporting customers experiencing vulnerability) and Part 10 (Financial Hardship) of the General Insurance Code of Practice and any applicable guidelines.

1. Internal dispute resolution process (IDR)

1.1 What to do if you have a complaint

Complaints may be referred by either email, telephone or mail:

E: info@sportsunderwriting.com.au

T: + 61 3 8862 2600

M: Service Feedback
PO Box 288, Kew East, VIC 3102

To allow Sports Underwriting Australia to consider your complaint the following information needs to be provided (where available):

- Name, address, email and telephone number of the policyholder;
- Policy number, claim number and product type;
- Name and address of the insurance intermediary through whom the policy was obtained;
- Reasons why you are dissatisfied and an explanation of the situation that led to the complaint; and
- Copies of any supporting documentation you believe - may assist Sports Underwriting Australia in addressing your complaint appropriately.

1.2 How Sports Underwriting Australia will handle your complaint

Sports Underwriting Australia aim to acknowledge receipt of your complaint by either telephone, email, social media channels or letter within 1 business day and advise the name and contact details of the employee assigned to liaise with you.

Sports Underwriting Australia will respond to your complaint in writing within 30 calendar days of first being notified of the complaint, provided Sports Underwriting Australia have all the necessary information and have completed any necessary investigations.

Sports Underwriting Australia will keep you informed of the progress no less than every 10 business days unless it is resolved earlier.

If Sports Underwriting Australia is unable respond within 30 calendar days, Sports Underwriting Australia will provide you with an Internal Dispute

Resolution Delay Notification outlining the reasons for the delay and your right to complain to the Australian Financial Complaints Authority (AFCA) if you are dissatisfied.

2. External dispute resolution process (EDR)

2.1 Australian Financial Complaints Authority

If Sports Underwriting Australia response following the IDR process does not resolve your complaint to your satisfaction, or if Sports Underwriting Australia have not resolved your complaint within 30 calendar days of the date Sports Underwriting Australia first received your complaint, you can seek an external review via the insurer's external dispute resolution scheme administered by AFCA. AFCA is for customers and third parties as allowed under its Rules.

There may be occasions when Sports Underwriting Australia determine that a complaint should be referred to AFCA for resolution. If this is the case your consent would be obtained before any referral is made to AFCA.

AFCA is an independent national scheme for consumers, free of charge and aimed at resolving disputes between the insured and their insurance intermediary/insurer. AFCA can advise you if your dispute falls within their Rules.

Determinations made by AFCA are binding on the intermediary/insurer, where relevant. If you would like to refer your dispute to AFCA, you must do so within 2 years of the final decision from IDR. AFCA may still consider a dispute lodged after this time if AFCA considers that exceptional circumstances apply.

Australian Financial Complaints Authority contact details are:

T: 1800 931 678

E: info@afca.org.au

M: Australian Financial Complaints Authority

GPO Box 3, Melbourne VIC 3001

W: www.afca.org.au

2.2 Process

If you choose to lodge your dispute with AFCA, they will contact Sports Underwriting Australia and ask for a response from both parties. Response times requested by AFCA vary depending on the situation.

If AFCA advises you that their Rules do not extend to you or your dispute, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

Significant Features and Benefits of this Policy

The following is a summary of the major benefits of cover available under this Policy. Please refer to each section of cover in the Policy Wording for full details of coverage, applicable terms, conditions and exclusions. You are not automatically covered for all the sections of cover. Cover is only provided for the sections of cover which are agreed by us as specified on your Schedule as covered.

What the Policy covers

Section 1: Voluntary Workers Personal Accident

If your Voluntary Worker, who is engaged in Voluntary Work, suffers an Accidental Injury during the Period of Insurance, we will pay that person the Benefits that may be available included in your cover as specified on your Schedule such as a lump sum due to an event listed in the 'Capital Benefits Schedule' or a weekly benefit if they are unable to work in their Occupation due to the Accidental Injury.

Section 2: Members Personal Liability

We insure your Member against all sums which your Member becomes legally liable to pay as compensation in respect of:

- a. Personal Injury;
- b. Property Damage

first occurring during the Period of Insurance at any Insured Sports Facility or your Sports Club in Australia as the result of an occurrence in connection with the Insured Member Activities.

Section 3: Members Personal Accident

If your Member, who is engaged in Insured Sporting Activities at an Insured Sports Facility or your Sporting Club, suffers an Accidental Injury during the Period of Insurance, we will pay that person the Benefits that may be available included in your cover as specified on your Schedule such as a lump sum due to an event listed in the 'Capital Benefits Schedule' or a weekly benefit if they are unable to work in their Occupation due to the Accidental Injury.

Section 4: Members Personal Property

We will cover damage to or theft of your Member's Sporting Equipment due to specified events.

What the Policy doesn't cover

This Policy will not provide insurance under certain circumstances. For example:

Section 1 – Voluntary Workers Personal Accident

We will not pay any claims caused by or attributable to any Pre-Existing Medical Condition, criminal acts or criminal

activity or sporting activity other than coaching if it is part of their Voluntary Work.

Section 2 – Members Personal Liability

We will not pay for any liability assumed by your Member under any contract or agreement except where the liability would have been implied by law in the absence of the contract or agreement.

Section 3 – Members Personal Accident

We will not pay any claims caused by or attributable to any Pre-Existing Medical Condition, criminal acts or criminal activity or sporting activity which is not an Insured Member Activity including Professional Sports.

Section 4 – Members Personal Property

We will not pay for damage to Sporting Equipment caused by wear, tear, fading, breakage of fragile articles, scratching or marring, inherent defect, gradual deterioration or developing flaws, normal upkeep or making good, want of lubrication or upkeep, or lack of proper maintenance of the sporting equipment.

We will not pay for theft of Sporting Equipment unless it was fully enclosed and securely locked at the time, and the theft was as a result of forcible and violent entry.

You should read the General Exclusions and What You are not covered for within each section of cover to see all the exclusions that apply.

Conditions

You must meet certain conditions for your insurance cover to apply. For example, you must pay the Premium.

General Conditions of cover are shown on pages 12-13 and there are also additional conditions applying to each section of cover. 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 Sum Insured/Limit of Liability amounts shown in your Schedule that we will issue to you. You need to decide if the limits of cover are appropriate for you.

The Amount You Pay Towards a Claim

You are required to contribute an Excess in the event of a claim. This may be a contribution, reduction in claim payment or you may be prevented from making a claim for a period of time after taking out this Policy. This is called an Excess. The standard Excess will be specified on your Schedule. You may choose to increase this standard Excess and if you have chosen to do this, it will be specified on your Schedule.

We may, before the new contract is entered into, at our reasonable discretion increase the standard Excess referred to above based on our overall assessment of the risk and your claims or loss history. If we increase the standard Excess, this will be specified on your Schedule.

Policy Wording

The **Policy** is a legal contract between the **you** and **us**.

Subject to the terms, conditions and exclusions contained in this **Policy**, **we** will cover **you** or **your Members** or **your Voluntary Workers** as the case may be, against events described in this **Policy**, provided that:

- **you** paid or agreed to pay the **Premium** required for this insurance; and
- the section of cover has been agreed by **us** as specified on **your Schedule**.

This **Policy** has four sections of cover available.

There are also General Provisions which apply to the **Policy** and all sections of cover. **You** must comply with all provisions of the **Policy**, otherwise **we** may be entitled to refuse to pay a claim, or reduce the amount paid.

General Provisions

Words with Special Meanings

Words with special meanings will be seen throughout **your Policy** in bold lettering. Please refer to the following definitions for the meaning **we** give these words.

The singular includes the plural and vice versa, unless the context otherwise requires.

A reference to a person includes a body corporate, an unincorporated body or other entity.

Headings are for convenience only and do not affect interpretation. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

General Definitions

The following definitions apply to all sections of the **Policy**:

Accidental Death means death occurring because of an **Accidental Injury** and includes **Disappearance**.

Accidental Injury means a physical bodily injury suffered as a result of an incident that happens unexpectedly and unintentionally during the **Period of Insurance**, which is not a sickness and may include a physical bodily injury caused by being directly and unavoidably exposed to the elements because of an accident.

Act of Terrorism includes 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:

- a. involves violence against one or more persons;

- b. involves damage to property;
- c. endangers life other than that of the person committing the action;
- d. creates a risk to health or safety of the public or a section of the public; or
- e. is designed to interfere with or to disrupt an electronic system.

Aggregate Limit of Liability means **our** total liability for all claims arising from any one event involving more than one of **your Voluntary Workers** and/or **Members** as specified on **your Schedule**.

Aircraft means any craft or object designed to travel through air or space or intended to be propelled on a cushion of air over the surface of land or water, other than model aircraft.

Benefit means any benefit to which **Your Member** or **Voluntary Worker** is entitled under this **Policy**.

Benefit Period means the maximum number of weeks **we** will pay weekly benefits following **Accidental Injury** as specified on **your Schedule** as the 'Benefit Period'.

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare, or **Property Damage**.

Disappearance means when a **Voluntary Worker** or **Member** is travelling on a journey and:

- a. their means of transportation disappears, sinks, or is wrecked; and
- b. their body has not been found within one year.

Doctor means a person legally qualified and registered to practice medicine in Australia and who is a person other than the **Member** or **Voluntary Worker**, their relatives, business partners, shareholders, or employees. Chiropractors, physiotherapists, and alternative therapy providers are not regarded as a **Doctor**.

Earnings means:

- a. for **your Member** or **Voluntary Worker** who is self-employed or a working director, their gross weekly income from their personal exertion:
 - i. after allowing for costs and expenses incurred in deriving that income;
 - ii. averaged over the twelve months prior to **Accidental Injury** or any shorter period that **your Member** or **Voluntary Worker** has been engaged in their **Occupation**;
- b. for **your Member** or **Voluntary Worker** who is an employee, their gross weekly base rate of pay:
 - i. exclusive of overtime payments, bonuses, commission or allowances;
 - ii. averaged over the twelve (12) months prior to **Accidental Injury** or over any shorter period that **your Member** or **Voluntary Worker** has been continuously employed.

Emergency Transport Costs means the cost of transporting **your Member** or **Voluntary Worker** by air or road to hospital following an **Accidental Injury**.

Excess means the first amount which **you**, **your Member** or **your Voluntary Worker** must pay towards the cost of a claim under the **Policy** as specified on **your Schedule**. If **we** settle a claim under the **Policy** by cash settlement, **we** will deduct the **Excess** from the amount **we** pay. In other circumstances, **you** may need to pay the **Excess** as a contribution to the resolution of the claim under the **Policy** by the third party.

GST means Goods and Services Tax.

Insured means the 'Insured' specified on **your Schedule**.

Insured Member Activities means whilst **your Member** is in Australia:

- a. playing or practising the 'Sport(s)' specified on **your Schedule** at any **Insured Sports Facility** or **your Sporting Club**;
- b. travelling to and from their residence or temporary accommodation to an **Insured Sports Facility** or **your Sporting Club**, for the purpose of playing or practising any of the 'Sport(s)' specified on **your Schedule**; and

- c. travelling to and from their residence or temporary accommodation to **your Sporting Club** for the purpose of attending any function or organised event or using any facility, bar, dining area or accommodation offered by **your Sporting Club**.

Insured Sports Facility means any place recognised and designated specifically for playing or practising the 'Sport(s)' specified on **your Schedule**.

Maximum Age means the maximum age applicable for **your Members** and **Voluntary Workers** as specified on **your Schedule**, and if not specified it shall be 65 years.

Member means any person who has, at the time any incident giving rise to a claim under this **Policy**, paid their membership fees to **you** in full.

Non-Medicare Medical Expenses means expenses incurred by **you** or **your Member** or **Voluntary Worker** within twelve (12) calendar months of an **Accidental Injury** suffered them, that are not subject to any full or partial Medicare rebate, for treatment the **Accidental Injury** certified necessary by a **Doctor** to a registered private hospital, physiotherapist, chiropractor, osteopath, nurse, or similar provider of medical services. It does not mean dental treatment, unless such treatment is necessarily required, to **Teeth** other than dentures and is caused by an **Accidental Injury**.

Occupation means a person's usual occupation, business, trade, or profession.

Occurrence means any:

- a. event or series of events, including continuous or repeated exposure to substantially the same general conditions, which results in **Personal Injury** or **Property Damage** neither expected nor intended by **you** or **your Member**; or
- b. intentional act, by **your Member** or at **your Members** direction, resulting in **Personal Injury** but only if such **Personal Injury** arises solely from the use of reasonable force for the purpose of protecting persons or property.

Period of Insurance means the period shown on **your Schedule** against 'Period of Insurance' or such shorter time if the **Policy** is cancelled or **we** agree with **you**.

Permanent means continuing for twelve (12) months and which thereafter will, in all probability, continue for the remainder of **your Member's** life.

Personal Injury means bodily injury, sickness or disease, including death, shock, fright, mental anguish, mental injury or disability.

Policy means:

- a. the **Schedule**;
- b. this PDS and Policy Wording;
- c. any **Proposal** or application completed by **you**;
- d. any endorsement or other document **we** tell **you** forms part of the **Policy** which may vary or modify the above documents.

Pre-existing Medical Condition means any illness, disease, syndrome, injury, disability, or other condition, including any symptoms:

- a. of which **your Member** or **Voluntary Worker** is aware or a reasonable person in the circumstance would be expected to have been aware; or
- b. for which **your Member** or **Voluntary Worker** has sought or received medical attention, undergone tests or taken prescribed medication;

prior to them being covered under this **Policy**. The medical conditions will remain a **Pre-Existing Medical Condition** until the expiry of twelve (12) months from cessation of any advice or recommended treatment by a **Doctor** and a **Doctor** considers the medical condition to have been recovered from.

Premium means Premium as shown on **your Policy Schedule** that is payable by **you** in respect of this **Policy**.

Product means any thing 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.

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

Professional Sports means sports which are **your Members** occupation or from which **your Member** earns majority of their income.

Property Damage means:

- a. physical loss, destruction, or damage to tangible property, including loss of use of that property at any time resulting therefrom; or
- b. loss of use of tangible property not physically lost, destroyed, or damaged provided that such loss of use is caused by or arises out of an **Occurrence**.

Schedule means the document issued by **us** which forms part of **your Policy** and shows **your** policy number, the **Premium**, the cover selected by **you**, and any special terms and conditions, provisions, limits, or endorsements.

Sporting Club means premises, grounds and sporting facilities specified on **your Schedule**.

Sporting Equipment means golf clubs, golf bags, non-motorised golf buggies, golf shoes, lawn bowling bags, lawn bowling balls and lawn bowling shoes owned by **your Members** and used for the purpose of playing the 'Sport(s)' specified on **your Schedule**. **Sporting Equipment** does not mean motorised golf buggies.

Sum Insured or **Limit of Liability** means the amount specified on **your Schedule**. At all times, **our** liability is limited to the **Sum Insured** or **Limit of Liability** specified on **your Schedule** less the **Excess** shown.

Teeth means a sound and natural permanent tooth but does not include first or milk teeth, dentures, or implants.

Temporary Partial Disablement means that in the opinion of a **Doctor**, **your Member** or **Voluntary Worker** is temporarily unable to perform in a substantial part of their **Occupation**, and while under the care of and acting in accordance with the instructions and/or advice of a **Doctor**.

Temporary Total Disablement means that in the opinion of a **Doctor**, **your Member** or **Voluntary Worker** is temporarily unable to perform their **Occupation**, and while under the care of and acting in accordance with the instructions and/or advice of a **Doctor**.

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**.

Voluntary Work means any unpaid work undertaken by a **Voluntary Worker** on **your** behalf.

Voluntary Workers means club directors, committee members and/or voluntary workers whilst engaged **Voluntary Work** including a journey that commences at the time they leave their normal place of residence or **your Sporting Club**, whichever is the place of departure for the journey and ends at the time they return to their normal residence or **your Sporting Club**, whichever occurs first. Provided always that such work is officially organised and under **your** control.

Watercraft means any vessel, craft, device, or thing designed to float on or in water or to travel on or through water, other than model boats.

Weekly Benefit means the amount specified on **your Schedule** as the 'Weekly Benefit'.

We, us, our, the Insurer means Pacific International Insurance Pty Limited acting through its agent Sports Underwriting Australia Pty Ltd.

You or **Your** means the **Insured**.

General Conditions

The following conditions apply to all sections of the **Policy**:

Aggregate Limit of Liability

Our total liability for all claims under Section 1 and Section 3 combined, arising from any one event involving more than one of **your Members** or **Voluntary Workers**, is the **Aggregate Limit of Liability** shown in the **Schedule**.

If this amount is not enough to pay all claims in full, then **we** will reduce each **Benefit** payable proportionately.

Alteration of Risk

You must as soon as possible notify **us** in writing of any alteration to the facts or circumstances relating to **your Sporting Club, Insured Member Activities, or Voluntary Work**, that existed when **we** agreed to insure **you** under this **Policy** which substantially varies any of the material facts or circumstances existing at the commencement of each **Period of Insurance**. If **we** agree in writing to insure the altered risk, **you** must pay any reasonable additional **Premium** requested by **us**. If **we** do not agree to insure the altered risk, **we** will cancel the **Policy**. If **you** do not pay the additional **Premium**, **we** will reduce the amount that **we** pay **you** for any liability by the amount of the additional **Premium**.

Cancellation

You may cancel this **Policy** at any time by notifying **us** in writing. The cancellation will take effect from 4:00pm on the day **we** receive **your** written notice of cancellation or such time as may be otherwise agreed.

We will only cancel the **Policy** or any Section thereof, for any of the reasons set out in Section 60 of the *Insurance Contracts Act 1984* (Cth). Cancellation by **us** takes effect from 4:00pm on the day which is three (3) business days from the date **we** notify **you** in writing.

If the **Policy** is cancelled, **we** will refund the **Premium** for the policy less a pro-rata proportion of the **Premium** to cover the period for which insurance applied and less any non-refundable government charges, taxes and levies.

However, **we** may not refund any **Premium** if **we** have paid a claim or benefit under the **Policy**.

Claim Procedures

If something happens which gives rise or may give rise to a claim under the **Policy**:

- a. **you** must:
 - i. notify **us** as soon as possible, giving full particulars of the facts and circumstances, including damage, injuries, illness, or notice of a claim against **you, your Member** or **Voluntary Worker**, and details of any proceedings instituted against **you**;
 - ii. take all reasonable precautions to prevent or minimise further loss, damage or liability;

- iii. take all reasonable steps to recover any stolen **Sporting Equipment**;
 - iv. notify the police, in the event of a burglary, or if any **Sporting Equipment** is stolen or maliciously damaged, within 3 days of becoming aware that it has been stolen or as soon as reasonably possible;
 - v. supply **us** with details of any other insurances which insure or may insure the event;
 - vi. provide all reasonable information and assistance as **we** may require; and
 - vii. adhere to any specific claim procedures noted under the applicable sections of cover and/or on the **Schedule**.
- b. **you** must not:
 - i. admit liability for any event, damage, or injury, or settle or attempt to settle or defend any claim without **our** written consent (which consent shall not be unreasonably withheld); or
 - ii. alter or repair any building, appliance, plant or **Sporting Equipment** until **we** have had the opportunity of an inspection, unless such alteration or repair is necessary for safety reasons;
 - c. **you** are not entitled to abandon any **Sporting Equipment** to **us**;
 - d. **we** will have full discretion in the conduct of any proceedings in connection with any claim and negotiations and the settlement of any claims. **We** will act reasonably having regard to **your** interests, and will keep **you** informed if **you** ask **us** to;
 - e. after payment for, or replacement of, any **Sporting Equipment**, the **Sporting Equipment** becomes **ours** subject to **your** right to reclaim it on repayment to **us** of the amount paid by **us** in respect of such **Sporting Equipment**.

Contractual Agreements

We will not pay for, or **our** liability may be reduced, if **you** enter, or have entered (even before **you** entered into **your Policy**), into an agreement, release or undertaking which expressly limits or excludes **your** rights of recovery or contribution from another person or organisation, unless such agreement, release or undertaking has been allowed in the **Policy** by **us** and is specifically specified on **your Schedule**.

Cross Liability

Where **you** comprise more than one party, each of **you** is considered as a separate legal entity and the expressions '**you**' and '**your**' apply to each party as if a separate policy had been issued to each of the parties, but **our** aggregate liability is limited to the **Limit of Liability**.

Governing Law

This **Policy** is to be governed in by the laws of Australia and the State or Territory where the **Policy** was issued. The relevant courts of the place where the **Policy** was issued shall have jurisdiction in any dispute concerning or under this **Policy**.

Excess

If a claim is made under the **Policy**, **you** must pay to **us** the **Excess** specified on **your Schedule**. Where the **Excess** is expressed:

- as a sum, it is the amount specified;
- as a percentage, it is the monetary value of the relevant percentage;
- in time, it is the monetary value accruing during the specified period.

If more than one **Excess** can be applied to the claim or claims, then **you** will only be required to pay the highest single **Excess** applicable provided that the claim or claims resulted from one original cause or source.

Joint Insureds

Where **you** comprise more than one party the **Proposal** is deemed to have been furnished by and on behalf of all parties and any information supplied to **us** or any omission, misrepresentation, or non-disclosure in relation to the **Proposal** or any renewal or extension of this **Policy** is deemed to have been furnished, supplied, omitted, misrepresented, or not disclosed on behalf of all parties.

Other Insurance

You must advise **us** in writing, together with any further information that **we** may reasonably require, of any other insurance already effected or which may subsequently be effected providing, whether in total or in part, provide **you** with a right of indemnity as provided under the **Policy**.

Reasonable Care

You must:

- take all reasonable precautions to prevent or minimise damage or liability including preserving, without alteration, damaged property, defective property and property that may provide evidence in relation to any claim, until **we** have had an opportunity to inspect it;
- at **your** own expense take all reasonable precautions to prevent **Personal Injury** or **Property Damage**; and
- take all reasonable precautions to comply with all statutory obligations, laws and regulations imposed by any competent authority in relation to any matter covered by the **Policy**.

Severability

A term or condition of this **Policy** that is illegal or unenforceable may be severed from this **Policy** and the remaining terms and conditions of this **Policy**, or parts thereof, continue in force.

Subrogation

Save as to the circumstances set out in Sections 65(5) and (6) of the *Insurance Contracts Act 1984* (Cth), when **we** pay any amount under this **Policy**, **you** or **your** legal

representative agree that we shall be subrogated to all of **your** or **your** legal representative rights to recover against any person or entity and **you** or **your** legal representative agree to execute and deliver any certificates, information and other documentation as **we** may reasonably require and do whatever else is reasonably necessary to enable **us** to secure such rights.

General Exclusions

The following exclusions apply to all sections of the **Policy**:

1. Asbestos

This insurance does not apply to, and **we** will not indemnify **you**, or **your Members** for any actual or alleged liability directly or indirectly arising out of, resulting from or in consequence of or in any way involving asbestos, or any materials containing asbestos, in whatever form or quantity.

2. Communicable Diseases

caused by or arising directly or indirectly out of or in connection with the contraction of any **Communicable Disease**.

3. Consequential Loss

Other than in the **Personal Liability** section, **we** will not pay for consequential loss of any kind, including loss resulting from delay, confiscation or detention by customs or other lawful authority, loss of market, lack of performance, loss of contract or depreciation in the value of land and stock.

4. False and Fraudulent Claims

We will not pay if **you**, **your Member**, **your Voluntary Worker**, or anyone acting on **your** behalf or with **your** knowledge or connivance, should make a claim knowing or reasonably suspecting the same to be false or fraudulent. Making a fraudulent claim is a criminal offence. **We** may report to the police any person who lodges a fraudulent claim.

5. Intentional Act

We will not pay if **you**, **your Member**, **your Voluntary Worker**, or someone else with **your** knowledge, deliberately caused any part of the damage or liability.

6. Sanctions Limitation

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not 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 the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union or the United States of America.

7. Undamaged Property

We will not pay for replacement of undamaged property.

8. War, Terrorism, Biological or Chemical Materials and Nuclear Material

- a. caused by or arising directly or indirectly out of or in connection with war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion, coup, military rising, insurrection, military or usurped power, rebellion, revolution, confiscation, nationalisation, requisition or looting, sacking or pillage, destruction of or damage to property by or under the order of any government or local authority;
- b. for death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of 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;
- c. for death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any **Act of Terrorism**;
- d. caused by or arising directly or indirectly out of or in connection with the actual or threatened malicious use to pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto;
- e. caused by or arising directly or indirectly out of or in connection with nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel or from any other self-sustaining process of nuclear fission; or
- f. caused by or arising directly or indirectly out of or in connection with the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Section 1: Voluntary Workers Personal Accident

This section of the **Policy** only applies if **you** have selected it during the application process and cover for Section 1: Voluntary Workers Personal Accident has been agreed by **us** as specified on **your Schedule**.

What You are covered for

1.1 Capital Benefits

If during the **Period of Insurance** and whilst engaged in **Voluntary Work**, your **Voluntary Worker** suffers an **Accidental Injury** that directly results in one or more of the Events listed in the 'Capital Benefit Schedule' within twelve (12) months of an **Accidental Injury**, we will pay your **Voluntary Worker** a lump sum amount calculated as the amount specified in **your Schedule** against 'Capital Benefits' multiplied by the corresponding benefit percentage for the 'Event'.

Where an **Accidental Injury** results in more than one (1) Event we will only pay for the Event with the highest benefit percentage up to the maximum limit as specified in **your Schedule**.

Cover will cease for your **Voluntary Worker** when they become entitled to a benefit percentage of 80% or more.

The **Aggregate Limit of Liability** applies to this section.

Accidental Death

Where the **Accidental Death Benefit** is payable, we will pay your **Voluntary Worker's** estate.

Where the **Accidental Death Benefit** is payable because of **Disappearance**, we will only pay that benefit after the legal representatives of your **Voluntary Worker's** estate have provided **us** a signed undertaking that the benefit will be repaid to **us** if, after **our** payment, it is found that they did not die because of an **Accidental Injury**. Once the payment is made to your **Voluntary Worker's** estate **our** liability for any other payment under this **Policy** is hereby discharged.

Capital Benefit Schedule

EVENT	BENEFIT
1. Accidental Death and Permanent total disablement	100%
2. Accidental Death of person under eighteen (18) years	20%
3. Permanent paralysis of all limbs	100%
4. Permanent loss of use of two limbs	100%
5. Permanent loss of use of one limb	60%
6. Permanent total loss of sight	100%
7. Permanent total loss of sight in a remaining eye	100%
8. Permanent total loss of sight or the lens in one eye	50%
9. Permanent total loss of hearing	75%

10. Permanent total loss of hearing in one ear	25%
11. Permanent total loss of liver	75%
12. Permanent total loss of two kidneys	75%
13. Permanent total loss of one kidney	35%
14. Permanent total loss of sexual function	45%
15. Permanent total loss of two testicles	40%
16. Permanent total loss of one testicle	7.5%
17. Permanent total loss of spleen	30%
18. Permanent disfigurement to 100% of the surface of the head and neck	50%
19. Permanent disfigurement to 100% of the surface of the remainder of the body	25%
20. Permanent total loss of use of a thumb and all fingers on one hand	50%
21. Permanent total loss of use of all the fingers on one hand	40%
22. Permanent total loss of use of a thumb	30%
23. Permanent total loss of use of one joint of a thumb	15%
24. Permanent total loss of use of a finger	10%
25. Permanent total loss of use of two joints of a finger	7.5%
26. Permanent total loss of use of one joint of a finger	5%
27. Permanent total loss of use of a foot	15%
28. Permanent total loss of use of a big toe	5%
29. Permanent total loss of use of one joint of a big toe	3%
30. Permanent total loss of use of each other toe	3%
31. Broken leg or kneecap that will not join	10%
32. Shortening of a leg by at least 5 centimetres	7.5%
33. Any Permanent disability or disfigurement that is not total or is not listed under Events 9 to 32 above we will pay such percentage of the lump sum amount as we in our discretion, having regard to your Voluntary Worker's interests, shall determine, and being in our opinion not inconsistent with the benefits provided under Events 9 to 32.	

1.2 Weekly Benefits

If during the **Period of Insurance** and whilst engaged in **Voluntary Work**, your **Voluntary Worker** suffers an **Accidental Injury** and:

- a. within twelve (12) months directly results in them being temporarily disabled;
- b. they are unable to perform the duties required by their **Occupation** as certified by their **Doctor**; and
- c. whilst they are under their **Doctor's** care, and acting in accordance with their **Doctor's** instructions and/or advice;

we will pay a maximum of 80% of your **Voluntary Worker's Earnings** (less any amount of current earnings whilst working in a reduced capacity including from a new occupation whether on a casual, temporary, part-time, or permanent basis):

- i. after the application of the **Excess**;
- ii. up to the **Weekly Benefit**; and
- iii. up to the **Benefit Period** or when your **Voluntary Worker** has attained the **Maximum Age**, whichever is the earlier.

The **Weekly Benefit** payable will be reduced by the amount of any other weekly benefits or periodic compensation benefits payable under:

- a. any compensatory damages, or workers' compensation or accident compensation scheme;
- b. the amount of any sick pay received or any disability entitlement; and
- c. any employment agreement, enterprise or collective bargaining agreement, or similar agreement or arrangement;

such that **Your Voluntary Worker's** overall income does not exceed 80% of their **Earnings**.

We will only pay a **Weekly Benefit** or a **Capital Benefit** not both:

- a. If your **Voluntary Worker** elects to receive a **Capital Benefit** **we** will deduct the amount of any **Weekly Benefit** already paid from the **Capital Benefit**;
- b. If your **Voluntary Worker** elects to receive the **Weekly Benefit** **we** will deduct the amount of any **Capital Benefit** already paid from the **Weekly Benefits**.

If your **Voluntary Worker** suffers recurrence of temporary disablement due to the **Accidental Injury**:

- a. for which your **Voluntary Worker** has claimed a **Weekly Benefit** under this **Policy** or any other policy issued by **us**; and
- b. your **Voluntary Worker** first seeks medical assistance for that recurrence during the **Period of Insurance**; and

- c. there has been a period of less than six (6) months between your **Voluntary Worker's** return to work in your **Voluntary Worker's Occupation** and the recurrence;

it will be treated as a continuation of the original claim.

1.3 Home Help

If during the **Period of Insurance** and whilst engaged in **Voluntary Work**, your **Voluntary Worker** suffers an **Accidental Injury** and is unable to carry out their usual and ordinary day to day domestic activities including cleaning, vacuuming, dusting, polishing, general tidying, washing up, laundry, ironing and other light household duties and your **Voluntary Worker** incurs costs for these services to be completed by a provider, **we** will reimburse your **Voluntary Worker** the reasonable and actual costs incurred, after the **Excess**, up to the maximum amount, and for the maximum **Benefit Period**, specified on your **Schedule**.

Day to day domestic activities must be carried out by persons other than your **Voluntary Worker's** spouse/partner, or relative, or persons permanently living with them, and must be certified by a **Doctor** as being necessary for their recovery.

1.4 Non-Medicare Medical Expenses

If during the **Period of Insurance** and whilst engaged in **Voluntary Work**, your **Voluntary Worker** suffers an **Accidental Injury** and incurs reasonable and necessary **Non-Medicare Medical Expenses** (excluding **Emergency Transport Costs**), **we** will reimburse your **Voluntary Worker** the agreed percentage, after the **Excess**, and up to the maximum amount, specified on your **Schedule**.

1.5 Emergency Transport Costs

If during the **Period of Insurance** and whilst engaged in **Voluntary Work**, your **Voluntary Worker** suffers an **Accidental Injury**, and to ensure their health and safety it is reasonably necessary that you incur **Emergency Transport Costs**, **we** will reimburse you the agreed percentage, after the **Excess**, and up to the maximum amount, specified on your **Schedule**.

We will not pay for any 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 **we** cannot cover, such as Medicare 'gaps'.

What You are not covered for

In addition to the General Exclusions on pages 13-14, **we** will not be liable to pay any **Benefit**, loss, cost or expense arising from or attributable to:

1. **your Voluntary Worker's** criminal acts or criminal activity;
2. **your Voluntary Worker** engaging in or taking part in any:
 - a. riot;
 - b. sporting activity other than when coaching;
 - c. naval, army, air force or any type of military service or operation;
 - d. voluntary fire brigade activities or emergency services operations;
 - e. flying except as a fare-paying passenger on an airline with scheduled flights;
 - f. activities outside Australia or New Zealand;
3. driving a motor vehicle whilst having a percentage of alcohol in **your Voluntary Worker's** breath or blood in excess of that permitted by law;
4. **your Voluntary Worker's** intentional self-injury or suicide;
5. any loss which occurs when **your Voluntary Worker** is under the age of 12 years and over the **Maximum Age**;
6. any **Pre-Existing Medical Condition your Voluntary Worker** has.

Additional Conditions

In addition to the General Conditions on pages 12-13, **you** and **your Voluntary Worker** must follow the following conditions:

Claims Procedures

In the event of **Accidental Injury**, **your Voluntary Worker** must as soon as possible:

- obtain and follow proper medical advice from a **Doctor**;
- obtain a medical certificate from a **Doctor** confirming the **Accidental Injury**.

To make a claim **you** must:

- contact **us** or **your** insurance intermediary as soon possible;
- complete and submit **our** claim form within 30 days or 30 days of being able to do so;
- provide **us** with all information **we** may reasonably require including a medical certificate.

After making **your** claim **you** and **your Voluntary Worker** must:

- provide details of any other insurance that covers or may cover the same **Accidental Injury**;
- provide at **your** or **your Voluntary Worker's** own expense all medical evidence which **we** may reasonably require to assess the claim;
- undergo, at **our** expense, any medical examination which **we** reasonably require to assess the claim; and
- continue to be a resident of Australia.

In the case of **Accidental Death**, **we** are entitled to conduct a post-mortem examination at **our** expense.

Section 2: Members Personal Liability

This section of the **Policy** only applies if **you** have selected it during the application process and cover for Section 2: Members Personal Liability has been agreed by **us** as specified on **your Schedule**.

What You are covered for

We insure **your Member** against all sums which **your Member** becomes legally liable to pay as compensation in respect of:

- a. **Personal Injury**; and/or
- b. **Property Damage**;

first occurring during the **Period of Insurance** at any **Insured Sports Facility**, or **your Sporting Club**, in Australia as the result of an **Occurrence** in connection with the **Insured Member Activities**, up to the **Limit of Liability** specified on **your Schedule**.

We will also insure **your Member** for costs and expenses incurred by **us**, or by **your Member** with **our** prior written consent, in the investigation, settlement or defence of any claim for compensation for which **your Member** is entitled to indemnity under this section and any legal costs taxed or assessed against **your Member** in any claim for compensation for which **you** are entitled to indemnity under this section. These costs and expenses are included in, and not in addition to, the **Limit of Liability** specified on **your Schedule**.

We shall:

- a. have the right to conduct, and full discretion in the conduct of, any legal proceedings and the negotiation and settlement of any claim; and
- b. have the right to take action or institute legal proceedings in **your** or **your Member's** name against another person or organisation, to recover any payment we have made;

whilst having regard to **your** and **your Member's** interest and acting reasonably.

What You are not covered for

In addition to the General Exclusions on pages 13-14, **we** will not pay **your Member** under the following circumstances:

1. for any liability assumed by **your Member** under any contract or agreement except where the liability would have been implied by law in the absence of the contract or agreement;
2. **Personal Injury** and/or **Property Damage** in any way connected to or arising directly or indirectly from the ownership, possession, use, existence, working, navigation, operation, repair, maintenance, servicing,

care, custody, control, construction or installation by **your Member** or by **your Member's** employee or agent of any **Aircraft, Watercraft** or mechanically propelled vehicle;

3. for fines, penalties, liquidated, aggravated, exemplary or punitive damages;
4. **Personal Injury** and/or **Property Damage** occurring outside Australia and any actions bought in a court outside Australia or the application of law other than Australian law;
5. for liability for **Property Damage** to property owned by or in the physical or legal care, custody or control of **you, your Member, your Member's** family or any of **your** employees or the employees of **your Member**;
6. for liability for **Personal Injury** to any person employed by **you** or **your Member** or deemed by law to be employed by **you** or **your Member** or imposed or implied by or under while they are acting in the course of their employment:
 - 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** or **your Member**;
 - b. any industrial award, agreement or determination or any contract of employment or workplace agreement, to the extent that **you** or **your Member** 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** or **your Member**;
7. for liability caused by 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 **your Member's** use of a motorised golf cart within the boundary of the golf course or golf club, provided that the golf cart is not travelling on, or being on, a public road; or

- b. where such liability is insured or required to be insured by any legislation or competent authority;
- 8. **Personal Injury** and/or **Property Damage** caused by, in any way connected to or arising directly or indirectly from **your Product** or the **Product of your Member**;
- 9. **Personal injury** and/or **Property Damage** caused by, in any way connected to or arising directly or indirectly from the conduct of any business, trade or profession carried on by **you, your Member** or any person insured by this **Policy**;
- 10. **Personal injury** and/or **Property Damage** which occurs when **your Member** is engaging in **Professional Sports**;
- 11. for 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 **your Member** or on **your** or **your Member's** behalf or an error or omission in connection therewith;
- 12. for liability that results from the act or omission of **your Member** or someone with **your Member's** consent, if the act is illegal or unlawful, or if the act or omission is carried out with reckless disregard for the results of the act or omission.

Additional Conditions

In addition to the General Conditions on pages 12-13, **you** and **your Member** must follow the additional conditions noted below otherwise **we** may not pay any claim:

- 1. **We** shall at any time pay to **your Member**, or on **your Member's** behalf, in respect of any claim the amount of the **Limit of Liability** or any lesser sum for which the claim can be settled after deduction of any sum already paid as compensation in respect of the claim.
- 2. Upon the payment set out in 1. above **we** 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:
 - a. recoverable from **your Member** in respect of the period prior to the date of the payment, whether or not pursuant to an order made subsequently; and
 - b. incurred by **us** or incurred by **your Member** with **our** written consent prior to the date of the payment;
 - c. **we** will not pay for any claim or judgment or defend any claim after **our Limit of Liability** has been exhausted.

Section 3: Members Personal Accident

This section of the **Policy** only applies if **you** have selected it during the application process and cover for Section 3: Members Personal Accident has been agreed by **us** as specified on **your Schedule**.

What You are covered for

3.1 Capital Benefits

If during the **Period of Insurance** and whilst engaged in **Insured Member Activities**, **your Member** suffers an **Accidental Injury** that directly results in one or more of the Events listed in the 'Capital Benefit Schedule' within twelve (12) months of an **Accidental Injury**, **we** will pay **your Member** a lump sum amount calculated as the amount specified in **your Schedule** against 'Capital Benefits' multiplied by the corresponding benefit percentage for the 'Event'.

Where an **Accidental Injury** results in more than one (1) Event **we** will only pay for the Event with the highest benefit percentage up to the maximum limit as specified in **your Schedule**.

Cover will cease for **your Member** when they become entitled to a benefit percentage of 80% or more.

The **Aggregate Limit of Liability** applies to this section.

Accidental Death

Where the **Accidental Death Benefit** is payable, **we** will pay **your Member's** estate.

Where the **Accidental Death Benefit** is payable because of **Disappearance**, **we** will only pay that benefit after the legal representatives of **your Member's** estate have provided **us** a signed undertaking that the benefit will be repaid to **us** if, after **our** payment, it is found that they did not die because of an **Accidental Injury**. Once the payment is made to **your Member's** estate **our** liability for any other payment under this **Policy** is hereby discharged.

Capital Benefit Schedule

EVENT	BENEFIT
1. Accidental Death and Permanent total disablement	100%
2. Accidental Death of person under eighteen (18) years	20%
3. Permanent paralysis of all limbs	100%
4. Permanent loss of use of two limbs	100%
5. Permanent loss of use of one limb	60%
6. Permanent total loss of sight	100%
7. Permanent total loss of sight in a remaining eye	100%
8. Permanent total loss of sight or the lens in one eye	50%
9. Permanent total loss of hearing	75%
10. Permanent total loss of hearing in one ear	25%

11. Permanent total loss of liver	75%
12. Permanent total loss of two kidneys	75%
13. Permanent total loss of one kidney	35%
14. Permanent total loss of sexual function	45%
15. Permanent total loss of two testicles	40%
16. Permanent total loss of one testicle	7.5%
17. Permanent total loss of spleen	30%
18. Permanent disfigurement to 100% of the surface of the head and neck	50%
19. Permanent disfigurement to 100% of the surface of the remainder of the body	25%
20. Permanent total loss of use of a thumb and all fingers on one hand	50%
21. Permanent total loss of use of all the fingers on one hand	40%
22. Permanent total loss of use of a thumb	30%
23. Permanent total loss of use of one joint of a thumb	15%
24. Permanent total loss of use of a finger	10%
25. Permanent total loss of use of two joints of a finger	7.5%
26. Permanent total loss of use of one joint of a finger	5%
27. Permanent total loss of use of a foot	15%
28. Permanent total loss of use of a big toe	5%
29. Permanent total loss of use of one joint of a big toe	3%
30. Permanent total loss of use of each other toe	3%
31. Broken leg or kneecap that will not join	10%
32. Shortening of a leg by at least 5 centimetres	7.5%
33. Any Permanent disability or disfigurement that is not total or is not listed under Events 9 to 32 above we will pay such percentage of the lump sum amount as we in our discretion, having regard to your Member's interests, shall determine, and being in our opinion not inconsistent with the benefits provided under Events 9 to 32.	

3.2 Weekly Benefits

If during the **Period of Insurance** and whilst engaged in **Insured Member Activities**, **your Member** suffers an **Accidental Injury** and:

- a. within twelve (12) months directly results in them being temporarily disabled; and
- b. they are unable to perform the duties required by their **Occupation** as certified by their **Doctor**; and
- c. whilst they are under their **Doctor's** care, and acting in accordance with their **Doctor's** instructions and/or advice;

we will pay a maximum of 80% of **your Member's Earnings** (less any amount of current earnings whilst working in a reduced capacity including from a new occupation whether on a casual, temporary, part-time, or permanent basis):

- i. after the application of the **Excess**;
- ii. up to the **Weekly Benefit**; and
- iii. up to the **Benefit Period** or when **your Member** has attained the **Maximum Age**, whichever is the earlier.

The **Weekly Benefit** payable will be reduced by the amount of any other weekly benefits or periodic compensation benefits payable under:

- a. any compensatory damages, or workers' compensation or accident compensation scheme;
- b. the amount of any sick pay received or any disability entitlement; and
- c. any employment agreement, enterprise or collective bargaining agreement, or similar agreement or arrangement;

such that **Your Member's** overall income does not exceed 80% of their **Earnings**.

We will only pay a **Weekly Benefit** or a **Capital Benefit** not both:

- a. If **your Member** elects to receive a **Capital Benefit** **we** will deduct the amount of any **Weekly Benefit** already paid from the **Capital Benefit**;
- b. If **your Member** elects to receive the **Weekly Benefit** **we** will deduct the amount of any **Capital Benefit** already paid from the **Weekly Benefits**.

If **your Member** suffers recurrence of temporary disablement due to the **Accidental Injury**:

- a. for which **your Member** has claimed a **Weekly Benefit** under this **Policy** or any other policy issued by **us**; and
- b. **your Member** first seeks medical assistance for that recurrence during the **Period of Insurance**; and
- c. there has been a period of less than six (6) months between **your Member's** return to work in **your Member's Occupation** and the recurrence;

it will be treated as a continuation of the original claim.

3.3 Modification Expenses

Where a **Benefit** is payable to **your Member** for an Event listed in the 'Capital Event Schedule' which has a benefit percentage of 100% (but not Accidental Death), **we** will reimburse up to \$10,000 for the reasonably necessary costs incurred to modify **your Member's** home and/or motor vehicle, or relocating to a suitable home, provided that medical evidence is presented from a **Doctor** certifying the modification and/or relocation is necessary due to the **Accidental Injury**.

3.4 Funeral Expenses

Where a **Benefit** is payable for **your Member's Accidental Death**, **we** will reimburse up to \$5,000 for the reasonable expenses incurred for **your Member's** funeral, burial or cremation.

3.5 Student Help

If during the **Period of Insurance** and whilst engaged in **Insured Member Activities**, **your Member** who is a full time student suffers an **Accidental Injury** and is unable to attend their usual school, college, or other place of learning as certified by a **Doctor**, and incurs reasonably necessary costs for home tutorial services, **we** will reimburse **your Member** the actual costs incurred, after the **Excess**, up to the maximum amount, and for the maximum **Benefit Period**, specified on **your Schedule**.

3.6 Home Help

If during the **Period of Insurance** and whilst engaged in **Insured Member Activities**, **your Member** suffers an **Accidental Injury** and is unable to carry out their usual and ordinary day to day domestic activities including cleaning, vacuuming, dusting, polishing, general tidying, washing up, laundry, ironing and other light household duties and **your Member** incurs costs for these services to be completed by a provider, **we** will reimburse **your Member** the reasonable and actual costs incurred, after the **Excess**, up to the maximum amount, and for the maximum **Benefit Period**, specified on **your Schedule**.

Day to day domestic activities must be carried out by persons other than **your Member's** spouse/partner, or relative, or persons permanently living with them, and must be certified by a **Doctor** as being necessary for their recovery.

3.7 Parents Inconvenience Allowance

If during the **Period of Insurance** and whilst engaged in **Insured Member Activities**, **your Member** who is under 25 years of age suffers an **Accidental Injury**, **we** will pay the custodial parents of **your Member** the daily amount while **your Member** is in hospital, up to the maximum amount, as specified on **your Schedule**.

3.8 Non-Medicare Medical Expenses

If during the **Period of Insurance** and whilst engaged in **Insured Member Activities**, **your Member** suffers an **Accidental Injury** and incurs reasonable and necessary **Non-Medicare Medical Expenses** (excluding **Emergency**

Transport Costs), we will reimburse **your Member** the agreed percentage, after the **Excess**, and up to the maximum amount, specified on **your Schedule**.

3.9 Emergency Transport Costs

If during the **Period of Insurance** and whilst engaged in **Insured Member Activities**, **your Member** suffers an **Accidental Injury**, and to ensure their health and safety it is reasonably necessary that **you** incur **Emergency Transport Costs**, we will reimburse **you** the agreed percentage, after the **Excess**, and up to the maximum amount, specified on **your Schedule**.

We will not pay for any 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 **we** cannot cover, such as Medicare 'gaps'.

What You are not covered for

In addition to the General Exclusions on pages 13-14, **we** will not be liable to pay any **Benefit**, loss, cost, or expense arising from or attributable to:

1. **your Member's** criminal acts or criminal activity;
2. **your Member** engaging in or taking part in any:
 - a. riot;
 - b. sporting activity other than **Insured Member Activities** as specified on **your Schedule**;
 - c. **Professional Sports**;
 - d. naval, army, air force or any type of military service or operation;
 - e. voluntary fire brigade activities or emergency services operations;
 - f. flying except as a fare-paying passenger on an airline with scheduled flights;
 - g. activities outside Australia or New Zealand;
3. driving a motor vehicle whilst having a percentage of alcohol in **your Member's** breath or blood in excess of that permitted by law;
4. **your Member's** intentional self-injury or suicide;
5. any loss which occurs when **your Member** is under the age of 12 years and over the **Maximum Age**;
6. any **Pre-Existing Medical Condition** **your Member** has.

Additional Conditions

In addition to the General Conditions on pages 12-13, **you** and **your Member** must follow the following conditions:

Claims Procedures

In the event of **Accidental Injury**, **your Member** must as soon as possible:

- obtain and follow proper medical advice from a **Doctor**;
- obtain a medical certificate from a **Doctor** confirming the **Accidental Injury**.

To make a claim **you** must:

- contact **us** or **your** insurance intermediary as soon possible;
- complete and submit **our** claim form within 30 days or 30 days of being able to do so;
- provide **us** with all information **we** may reasonably require including a medical certificate.

After making **your** claim **you** and **your Member** must:

- provide details of any other insurance that covers or may cover the same **Accidental Injury**;
- provide at **your** or **your Member's** own expense all medical evidence which **we** may reasonably require to assess the claim;
- undergo, at **our** expense, any medical examination which **we** reasonably require to assess the claim; and
- continue to be a resident of Australia.

In the case of **Accidental Death**, **we** are entitled to conduct a post-mortem examination at **our** expense.

Section 4: Members Personal Property

This section of the **Policy** only applies if **you** have selected it during the application process and cover for Section 4: Members Personal Property has been agreed by **us** as specified on **your Schedule**.

What You are covered for

4.1 Damage

If during the **Period of Insurance**, **your Member** incurs damage to their **Sporting Equipment**, as a result of:

- a. fire, lightning, explosion, collision and/or overturning of conveyance or **your** or **your Member's** vehicle, while in transit; or
- b. fire, lightning, or explosion while being:
 - i. temporarily stored in **your** or **your Member's** vehicle that is not in transit; or
 - ii. stored at an **Insured Sports Facility** premises or **your Sporting Club** premises; or
 - iii. stored at **your Member's** normal place of residence;

we will reimburse **your Member** the lesser of the cost to repair or replace the damaged **Sporting Equipment** on the basis set out under 'Basis of Settlement', after deduction of the **Excess** and up to a maximum of the **Sum Insured** as specified on **your Schedule**.

4.2 Theft

If during the **Period of Insurance**, **your Member** suffers theft of their **Sporting Equipment**, whilst:

- a. temporarily stored in **your** or **your Member's** vehicle, that is not in transit or theft of the vehicle itself; or
- b. stored at an **Insured Sports Facility** premises or **your Sporting Club** premises; or
- c. stored at **your Member's** normal place of residence;

and at the time the **Sporting Equipment** is stolen, it was fully enclosed and securely locked, and the theft was as a result of forcible and violent entry, **we** will reimburse **your Member** the cost to replace the **Sporting Equipment** on the basis set out under 'Basis of Settlement', after deduction of the **Excess** and up to a maximum of the **Sum Insured** as specified on **your Schedule**.

Basis of Settlement

1. **We** will only pay **your Member** up to the maximum **Sum Insured** as specified on your **Schedule** for all **Sporting Equipment** damaged or stolen in any one event.
2. It may not be possible to repair completely to its condition at the time of damage, or replace exactly, the **Sporting Equipment**, however **your Member** may as the circumstances permit and acting reasonably, to do so subject to:
 - a. for **Sporting Equipment** that was purchased new by **your Member** and was less than 5 years old from the date of purchase when it was damaged or stolen, it may be repaired or replaced by similar equipment in the same condition but not better or more extensive than when it was new; or
 - b. for **Sporting Equipment** that was purchased by **your Member**:
 - i. new and was 5 years old or more from the date of purchase when it was damaged or stolen; or
 - ii. second hand;

it may be repaired or replaced by similar equipment in the same condition but not better or more extensive than it was in when it was damaged or stolen and subject to a reduction for 'Depreciation'.
3. **We** will reduce the amount we reimburse under this Section for depreciation by the applicable depreciation rate as set out in the 'Depreciation Schedule'.

Depreciation Schedule

CATEGORY OF SPORTING EQUIPMENT	DEPRECIATION RATE
1. Purchased new which is 5 years old at the time of damage or theft	30%
• Each additional year	7.5%
• Maximum total deduction	75%
2. Purchased second hand and less than 1 year after date of purchase	6%
• Each additional year	7.5%
• Maximum total deduction	75%

What You are not covered for

In addition to the General Exclusions on pages 13-14, **we** will not reimburse **your Member** for:

1. damage to or theft of **Sporting Equipment** if damage or theft is covered by any other public liability insurance policy or is covered by another insurance policy of **your Member** such as household contents insurance;
2. damage to or theft of **Sporting Equipment**:
 - a. while under any freight contract or being shipped, couriered or sent by post;
 - b. while on a conveyance (such as an **Aircraft**, bus, train or **Watercraft**) in transit, unless it is carried as hand luggage by **your Member**;
 - c. caused by detention, confiscation or destruction by customs or other officials or authorities;
 - d. that is malicious or intentional by **your Member** or anyone acting with **your Member's** consent;
 - e. that results from an act or omission of **your Member** or someone acting with **your Member's** consent, if the act is illegal or unlawful, or if the act or omission is carried out with reckless disregard for the results of the act or omission; or
 - f. if **you** or **your Member** have not taken reasonable precautions to prevent damage to or theft of the **Sporting Equipment**;
3. damage to **Sporting Equipment** caused directly or indirectly by:
 - a. wear, tear, fading, breakage of fragile articles, scratching or marring, inherent defect, gradual deterioration or developing flaws, normal upkeep or making good, want of lubrication or upkeep, or lack of proper maintenance of the **Sporting Equipment**;
 - b. the action of birds, moths, termites or other insects, or vermin; or
 - c. mechanical, electrical or electronic breakdown, failure or derangement.

Additional Conditions

In addition to the General Conditions on pages 12-13, **you** and **your Member** must follow the following conditions:

1. if **Sporting Equipment** is stolen, **you** or **your Member** must notify the police within 3 days of becoming aware that it has been stolen or as soon as reasonably possible;
2. if **we** ask, provide **us** with reasonable proof of ownership and the value of any **Sporting Equipment** that is the subject of a claim.

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