



# Sports Underwriting Australia

Prize Indemnity Policy

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Prize Indemnity Policy

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## Important Information

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This Policy is a legal contract between you and us. You have paid, or agreed to pay, us the Premium and we provide the cover specified in this Policy and as set out in your Schedule.

The terms, conditions and provisions of the insurance we offer you are set out in this Policy. It is important that you:

- read all of the Policy before you buy it to make sure that it gives you the protection you need
- are aware of the limits on the cover provided and the amounts we will pay you (including any Excess that applies)
- are aware of the definitions in your Policy. You will find definitions throughout your Policy.

You must comply with all provisions of this Policy, otherwise we may be entitled to refuse to pay a claim or reduce the amount you are entitled to receive.

The Policy is in force for the Period of Insurance set out in your Schedule or until cancelled.

For the limits on the cover provided:

- some of these will be stated in the Policy itself (these are our standard policy limits); and
- the remainder will be stated in your Schedule and which forms part of your insurance contract with us.

From time to time and where permitted by law, We may change parts of the Policy. We will issue You with an Endorsement or other document to update the relevant information except in limited cases. Any updates which are not materially adverse to You from the view of a reasonable person deciding whether to buy this insurance, may be found on the Sports Underwriting Australia's website at [www.sportsunderwriting.com.au/documents.html](http://www.sportsunderwriting.com.au/documents.html).

You can obtain a paper copy of updated information without charge by calling Sports Underwriting Australia or Your intermediary.

In issuing this Policy to you, we have relied upon the proposal form you have already completed.

### Your Duty Of Disclosure

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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, 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.

### Taxation Information

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The amount of cover available under this Policy excludes Goods and Services Tax (GST).

If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay.

The amount that we are liable to pay under this Policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the Premium you must inform us of the extent of that entitlement at or before the time you make a claim under this Policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the Premium.

If you are liable to pay an Excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the Excess.

If you are unsure about the taxation implications of this Policy, you should seek advice from your accountant or tax professional.

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## Important Information (cont'd)

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### About Sports Underwriting Australia Pty Ltd

Sports Underwriting Australia Pty Ltd ('Sports Underwriting Australia') specialises in insurance packages for sporting clubs, groups and associations, sport and leisure related businesses and licensed clubs.

Sports Underwriting Australia acts as an agent of the insurer, AIG Australia Limited (ABN 093 004 727 753 AFSL 381686) trading as AIG under a binding authority.

Sports Underwriting Australia holds AFS Licence No: 302484. Sports Underwriting Australia acts for the insurer and not you.

Sports Underwriting Australia's contact details are:  
46 Kilby Road, Kew East, Vic, 3102  
Mail: Box 288, Kew East, Vic, 3102  
Phone: 03 8862 2600  
Website: [www.sportsunderwriting.com.au](http://www.sportsunderwriting.com.au)

#### Who is the insurer

This insurance is underwritten by AIG Australia Limited (ABN 093 004 727 753 AFSL 381686) trading as AIG.

AIG is authorised by the Australian Prudential Regulation Authority ('APRA') to carry on insurance business in Australia.

AIG's contact details are:

Level 19, 2 Park Street, Sydney, NSW, 2000  
Phone: (02) 9240 1711  
Website: [www.aig.com.au](http://www.aig.com.au)

If You require further information about this insurance or wish to confirm a transaction, please contact Sports Underwriting Australia.

### Privacy

#### AIG Australia Privacy Notice

We are committed to the safe and careful use of your personal information in the manner required by the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

This notice sets out how AIG collects uses and discloses personal information about:

- you, if an individual; and
- other individuals you provide information about.

Further information about our Privacy Policy is available at [www.aig.com.au](http://www.aig.com.au) or by contacting us at [australia.privacy.manager@aig.com](mailto:australia.privacy.manager@aig.com) or on 1300 030 886.

#### How we collect your personal information

AIG usually collects personal information from you or your agents.

#### AIG may also collect personal information from:

- our agents and service providers;
- other insurers;
- people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that you are a part of;
- providers of marketing lists and industry databases; and
- publically available sources.

#### Why we collect your personal information

AIG collects information necessary to:

- underwrite and administer your insurance cover;
- maintain and improve customer service; and
- advise you of our and other products and services that may interest you.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling your insurance cover or reducing the level of cover, or declining claims.

#### To whom we disclose your personal information

In the course of underwriting and administering your policy we may disclose your information to:

- entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of your policy;
- banks and financial institutions for policy payments;
- assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- other entities to enable them to offer their products or services to you; and

government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which you have a claim and such other countries as may be notified in our Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG.

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## Important Information (cont'd)

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### Access to your personal information

Our Privacy Policy contains information about how you may access and seek correction of personal information we hold about you. In summary, you may gain access to your personal information by submitting a written request to AIG.

In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to your personal information. Circumstances where access may be denied include where it

would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

### Complaints

Our Privacy Policy also contains information about how you may complain about a breach of the applicable privacy principles and how we will deal with such a complaint.

### Consent

If applicable, Your application includes a consent that You and any other individuals You provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

## Sports Underwriting Australia Privacy Notice

In this Privacy section “we”, “us” or “our” means Sports Underwriting Australia, unless specified otherwise.

We collect your personal information in order to assess your application for insurance and, if your application is accepted, to administer and manage your Policy and respond to any claim that You make. To do this, your personal information may need to be disclosed to reinsurers and service providers and related entities who carry out activities on our behalf, such as assessors and facilitators, some of whom may be located in overseas countries. Our contractual arrangements generally include an obligation for these reinsurers, service providers and related entities to comply with Australian privacy laws.

By providing us with your personal information, you consent to the disclosure of your personal information to reinsurers, service providers and related entities in overseas countries to enable us to assess your application, to administer and manage your Policy and to respond to any claim that you make. If you consent to the disclosure of your personal information to overseas recipients, and the overseas recipient handles your personal information in a way other than in accordance with the Australian privacy laws, we may not be responsible for the handling of your personal information by the overseas recipient.

If you choose not to provide your personal information and/or choose not to consent and / or withdraw your consent to the disclosure of your personal information at any stage, we may not be able to assess your application or administer and manage your insurance policy and respond to any claim that you make.

Our Privacy policies contain information on how you may access personal information that each of us hold, or seek correction of Your personal information and information on how to make a complaint about the handling of your personal information and how complaints are handled. If you require more information, you can access the SUA Privacy Policy and Privacy Statement at [www.sportsunderwriting.com.au/documents](http://www.sportsunderwriting.com.au/documents).

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## 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.

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## General Insurance Code of Practice

AIG Australia is a signatory to the General Insurance Code of Practice. The Code sets out the minimum standards of service that can be expected from the insurance industry and requires insurers to be open, fair and honest in their dealings with customers.

We are committed to adhering to the objectives of the Code and to uphold these minimum standards when providing services covered by this Code. The Code objectives will be followed having regards to the law and acknowledging that a contract of insurance is a contract based on the utmost good faith.

For more information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

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## Financial Claims Scheme

The protection provided under the Federal Government's Financial Claims Scheme (“Scheme”) applies to the Policy. In the unlikely event that we are unable to meet our obligations under the insurance, persons entitled to

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## Important Information (cont'd)

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make a claim under the insurance cover under the Policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at <https://www.fcs.gov.au>.

### Dispute Resolution Process

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If you are not satisfied with our service please tell us so we can help. We will address complaints in accordance with AIG Australia's Complaints Handling Process and the Insurance Council of Australia's Code of Practice.

If you have a complaint:

#### Step 1: Contact us

You can contact us by:

**Postal Address:** PO Box 288, Kew East  
Victoria, Australia 3102

**Tel:** +61 3 8862 2600

**Email:** [info@sportsunderwriting.com.au](mailto:info@sportsunderwriting.com.au)

If we require additional information we will contact you to discuss. If your complaint is not immediately resolved we will respond within 15 business days of receipt of your complaint or agree on a reasonable alternative timetable with you.

#### Step 2: Internal Dispute Resolution

If you are not satisfied with our response you may register a complaint with us by telephoning us on 1800 339 669, lodging your complaint on our website, or by writing to:

The Compliance Manager  
AIG Australia Limited  
Level 12, 717 Bourke Street  
Docklands VIC 3008

As soon as we receive your complaint we will take all possible steps to resolve it. You will receive a written response to your complaint within 15 working days, unless we agree a longer timeframe with you.

#### What should you do if you are not happy with our response to your complaint?

If you are not satisfied with our response to your complaint, you may wish to have the matter reviewed by our Internal Dispute Resolution Committee ("Committee"). The Committee is comprised of Senior Management of the company who have the experience and authority to decide on matters brought to the Committee.

If you wish to have your complaint reviewed by this Committee please telephone or write to the person who has signed the response letter to your complaint and provide them with detailed reasons for requesting the review. This information will greatly assist the Committee in reviewing your claim or enquiry. Your complaint will then be treated as a dispute. You may also make a request for a review by the Committee by contacting:

The Chairperson IDRC  
AIG Australia Limited  
Level 12, 717 Bourke Street  
Docklands VIC 3008

A written response setting out the final decision of the Committee and the reasons for this decision will be provided to you within 15 working days of the date you advise us you wish to take your complaint to IDRC.

If we are unable to provide a written response setting out the final decision we will keep you informed of progress at least every 10 days.

If you are not satisfied with the finding of the Committee, or if we have been unable to resolve your complaint within 45 calendar days, you may be able to take your matter to an independent dispute resolution body, the Financial Ombudsman Service ("FOS"). This external dispute resolution body can make decisions with which AIG are obliged to comply. Contact details are:

Financial Ombudsman Service  
GPO Box 3  
Melbourne, VIC 3001

**Tel:** 1300 78 08 08 (local call fee applies)

**Email:** [info@fos.org.au](mailto:info@fos.org.au) Internet: <http://www.fos.org.au>

You should note that use of the FOS scheme does not preclude you from subsequently exercising any legal rights, which you may have if you are still unhappy with the outcome. Before doing so however, we strongly recommend that you obtain independent legal advice.

If your complaint does not fall within the Financial Ombudsman Service's terms of reference, we will advise you to seek independent legal advice or give you information about any other external dispute resolution options (if any) that may be available to you.

### Special Meanings

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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

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## Definitions

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**Abandonment** or **Abandoned** means the inability to complete any or all of the **Contest(s)**.

**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:

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

**Conditions of Participation** means the conditions included in Section 3 of **Your Policy**, as amended by any endorsements.

**Contest(s)** means the event(s) nominated in the **Schedule**, held at any of the **Venue(s)** on the event date(s) nominated in the **Schedule**.

**Contest Supervisor(s)** means any supervisor, manager, judge, organiser or official of the **Contest** who is:

for **Contest(s)** where the **Prize** has a value of \$100,000 or less, over the age of 18; or

for **Contest(s)** where the **Prize** has a value of greater than \$100,000, an **Independent Person**.

**Contestant** means a person who takes part in a **Contest** and is not disqualified or excluded from being a **Contestant** by the terms and conditions of this **Policy** or otherwise.

**Contestant Details** means personal details sufficient to identify and contact a **Contestant** and includes at least the **Contestant's** correct and current names, address and telephone numbers.

**Effective Date** means the effective date stated in the **Schedule**.

**Excess** means the amount stated in the **Schedule**.

**Expiry Date** is the expiry date stated in the **Schedule**.

**Independent Person** means a person who is over the age of 18 and is not a director, officer, employee or staff member of **You** or **Us** and who has been approved by **Us** in writing not less than 14 days before the **Contest** begins.

**Limit of Liability** means the amount stated in the **Schedule**.

**Period of Insurance** The period shown in the **Schedule** against '**Period of Insurance**' unless terminated earlier.

**Policy** means this policy document, the **Schedule** and any endorsements added by way of separate schedule(s) and any other documents **We** tell **You** form part of **Your Policy**.

**Premium** means the amount stated in the **Schedule**.

**Prize** means the prize stated in the **Schedule**. **Schedule** means the certificate issued by **Us** which forms part of **Your Policy**.

**Specified Event(s)** occurs the first time when any **Contestant** (who complies with the **Conditions of Participation**) has succeeded in attaining the required objective of a **Contest**, and **You** have promised to give the **Contestant** the **Prize**.

**Sum Insured** means the amount stated in the **Schedule**.

**Venue(s)** means all locations within Australia that are listed in the **Schedule**

**We, Us** or **Our** means AIG Australia Limited (ABN 93 004 727 753) AFSL 381686 acting through its agent Sports Underwriting Australia Pty Ltd.

**You** or **Your** means the insured person or entity named in **Your Policy Schedule**. If more than one person or entity is named as the Insured, **We** will treat a statement, act, omission or claim of any one of those persons or entities as a statement, act, omission or claim by all those persons or entities.

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## Section 1: Insuring Clause – What We Cover

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- 1.1 Subject to **You** complying with the terms and conditions of **Your Policy** (including but not limited to the Section 2 Conditions) on the happening of any **Specified Event(s)**, **We** will indemnify **You** up to the **Sum Insured** for the amount of the **Prize**.
- 1.2 This insurance is subject to **Your** payment of the **Excess**.

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## Section 2: General Conditions – Your Obligations

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- 2.1 Before the start of any **Contest You** must:
- a) Tell the **Contestant(s)** about the **Conditions of Participation**.
  - b) Obtain from the **Contestant(s)** the **Contestant Details**.
  - c) Tell **Us** about any matter that has occurred since the **Effective Date** that **You** know, or could reasonably be expected to know, is relevant to **Our** decision to indemnify **You** for any **Specified Event**.
- 2.2 During (and following) any **Contest, You** must:
- a) ensure that to the best of **Your** ability, the **Contest** is carefully supervised by the **Contest Supervisor(s)**;
  - b) ensure that to the best of **Your** ability, the **Contestant(s)** comply with the **Conditions of Participation**;
  - c) bear the costs of supervising the **Contest** (including the costs of retaining any **Independent Person**); and
  - d) keep records of all the **Contestant Details** for a period of at least 12 months.
- 2.3 Following the occurrence of any **Specified Event**:
- a) **You** must notify **Us** in writing within 72 hours about the occurrence of the **Specified Event**;
  - b) **You** must provide **Us** with:
    - i. the **Contestant Details** for all **Contestants** who took part in the **Contest** in which the **Specified Event** occurred;
    - ii. the names and contact telephone numbers of the **Contest Supervisor(s)**;
    - iii. proof that the **Specified Event** occurred; and
    - iv. proof that the **Contestant** has received the **Prize**.
- 2.4 **We** are not liable to indemnify **You** under the **Insuring Clause** if, at any time between the **Effective Date** and the happening of a **Specified Event** the **Contest(s)** is cancelled or **Abandoned** for any reason.
- c) **You** must co-operate with **Our** investigation into any **Specified Event(s)**. This includes but is not limited to:
    - i. making available to **Us Your** books and records relating to the **Contest**, the **Specified Event** and the **Contestants**;
    - ii. completing any claim form and returning it to **Us** within any period reasonably requested by **Us**;
    - iii. if requested by **Us**, providing a statutory declaration to confirm that the **Specified Event** has occurred;
    - iv. providing any information or help as **We** may reasonably require to investigate the **Specified Event**, the **Contest**, or the **Contestant**.

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## Section 3: Conditions Of Participation

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- 3.1 A **Contestant** does not include and the **Contest** is not open to:
- a) **You, Your** directors, officers, employees or staff (including but not limited to persons working for **You** whether under a contract or otherwise);
  - b) any **Contest Supervisor**, or any other supervisor, manager, judge, organiser or official of the **Contest**;
  - c) any directors, officers, employees or staff (whether working under a contract or otherwise) of the company conducting the **Contest**;
  - d) any directors, officers, employees or staff (whether working under a contract or otherwise) of any company entrusted with the organisation of the **Contest**; or
  - e) any of **Our** directors, officers, employees or staff (including but not limited to persons working for **Us** whether under a contract or otherwise).
- 3.2 A **Contestant** has no direct claim against **Us**.
- 3.3 Following the happening of a **Specified Event**, a **Contestant** will permit copies of any **Contest** records (including all **Contestant Details**) to be provided to **Us**.
- 3.4 **No Prize** will be payable if the **Contest(s)** is cancelled or **abandoned** for any reason.

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## Section 4: Limit of Liability

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- 4.1 **Our** liability to indemnify **You** under this **Policy** will not exceed the **Limit of Liability**, irrespective of the amount of the **Prize**.

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## Section 5: Period of Insurance

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- 5.1 This **Policy** begins and ends on the dates set out in the **Schedule** and no coverage will be available before the **Effective Date** or after the **Expiry Date**.

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## Section 6: Excess

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- 6.1 An **excess** is payable for each and every claim made under this **Policy**.
- 6.2 The amount of **Your Excess** is shown on the **Schedule**.

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## Section 7: Exclusions – What is Not Insured

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- 7.1 This **Policy** does not cover any liability in respect of any second or subsequent **Prize**.
- 7.2 This **Policy** does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:
- a) fraud, misrepresentation, collusion or dishonesty;
  - b) any infringement or contravention of the rules of the **Contest**;
  - c) any inability of the **Contest Supervisor(s)**, to maintain control over the **Contest** or event;
  - d) any **Act of terrorism**;
  - e) nuclear weapon, ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste;
  - f) war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, assassination threats;
  - g) any communicable disease which leads to:
    - i. the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency; and/or
    - ii. any travel advisory or warning being issued by a national or international body or agency
- and in respect of (i) or (ii) any fear or threat thereof (whether actual or perceived).
- h) confiscation or acquisition by order of any government, local body or authority or order of any court tribunal or administrative authority.
  - i) any claim or claims in respect of loss or damage, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.
- 7.3 This **Policy** does not cover any liability for any bodily injury or material damage caused to any person or property in connection with any **Contest**.
- 7.4 This policy does not cover any liability or loss for which insurance is prohibited by law.
- 7.5 This **Policy** does not provide an indemnity for any **Prize** or award made to the parties listed in Section 3.1. (a) to (e)
- 7.6 If by virtue of any law or regulation which is applicable to an Insurer, its parent company or its ultimate controlling entity, at the inception of this Policy or at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an applicable embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defense to the Insured or make any payment of defense costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such embargo or sanction.

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## Section 8: Other Terms

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- 8.1 It is acknowledged by **You** that:
- a) no cover is provided under **Your Policy** until the **Premium** has been received by **Us**;
  - b) **We** have no obligation to refund any part of the **Premium** irrespective of whether the **Contest** takes place or is **Abandoned**.
- 8.2 **You** have a responsibility to cooperate fully with **Us**, even if **We** have already paid **Your** claim, and **You** must give **Us** all the information that **We** require.
- 8.3 If **You** have other insurance covering any loss recoverable under this **Policy**, **You** must provide **Us** with details of the type(s) of other insurance and name(s) of the other insurer and provide **Us** with any information or assistance **We** may need to make a claim on the other insurer.
- 8.4 **Your Policy** is governed by the laws of the State or Territory where this **Policy** is issued. The relevant courts of the place where the **Policy** was issued will have jurisdiction in any dispute concerning or under this **Policy**.
- 8.5 If a claim is made against **You** for anything covered under **Your Policy**:
- i. **We** have the right to conduct, defend or settle any such claim or legal proceedings and to act in **Your** name; and
  - ii. **We** may attempt to recover the amount **We** have paid to **You** from some one else if **We** find they are responsible for **Your** loss or damage.
- If so, **You** must give **Us Your** rights to conduct, defend or settle any legal action against that person and to act in **Your** name.

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## Section 9: Cancellation/Termination Clause

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- 9.1 Due to the nature of **Your Policy**, **You** cannot cancel the **Policy** once coverage is in place.
- 9.2 **You** are not entitled to assign **Your Policy** to a third party without **Our** written consent.



Product issued by:  
AIG Australia Limited  
(ABN 93 004 727 753  
AFSL 381 686) acting through  
its agent Sports Underwriting  
Australia Pty Ltd.