



Sports Underwriting Australia

Product Disclosure Statement & Policy Wording
Member Insurance Plan

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Member Insurance Plan
Product Disclosure Statement & Policy Wording

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Part A: Product Disclosure Statement

This is a Product Disclosure Statement (PDS). A PDS is a document required by the Corporations Act.

The purpose of this PDS is to help you understand the cover offered and provide you with sufficient information to enable you to compare and make an informed decision about whether to purchase this Policy. 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 and limitations.

Before this Policy may be issued to you, you must read this PDS, complete a Proposal and sign a declaration.

This document applies to any offers of renewal we make unless we tell you otherwise.

This PDS is dated September 2015 (ref SUAMIP 0915)

Updating the PDS

Information in this PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by contacting us or your insurance intermediary. You can also obtain an electronic copy without charge by contacting us or your insurance intermediary. The Corporations Act requires us to tell you that, if the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this Policy, we will provide you with a new PDS or a supplementary PDS.

About the insurer

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, Great Lakes Reinsurance (UK) SE (ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603) under a binding authority issued by Great Lakes Reinsurance (UK) SE.

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

Who is the insurer

This insurance is underwritten by Great Lakes Reinsurance (UK) SE (ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603) trading as Great Lakes Australia ('Great Lakes Australia').

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

Great Lakes Australia is a branch office of Great Lakes Reinsurance (UK) SE, a limited liability company incorporated in England and Wales and a wholly owned subsidiary of Münchener Rückversicherungs-Gesellschaft AG ('Munich Re'), part of Munich Re Group, which is one of the largest insurance groups in the world.

Great Lakes Australia's contact details are:
143 Macquarie Street, Sydney, NSW, 2000
Mail: PO Box H35 Australia Square, Sydney NSW 1215
Phone: (02) 9272 2050
Website: www.gla.com.au

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

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 coverage section for full details of coverage, applicable terms and conditions and exclusions. You are not automatically covered for all the Sections. Cover is only provided for the coverage sections which is shown on the Schedule as covered.

Part A: Product Disclosure Statement (cont'd)

Section Summary of Covers Available

Section 1 – Voluntary Workers Personal Accident

If a voluntary worker, who is engaged in unpaid work for you, is injured in an accident or dies due to injury in an accident which occurs while they are performing and as a direct result of the performance of their duties, we will pay that person the benefits shown below. If that person dies, we will pay the executors or administrators of that person's estate. We will only pay when the work is performed for you.

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 golf course, golf club or bowls club in Australia as the result of an occurrence in connection with the Insured Activities.

Section 3 – Members Personal Accident

Capital Benefits - In the event of accidental death and other listed conditions, we will pay your member a lump sum (called a Capital Benefit) calculated in accordance with the policy and the limits set out in the schedule.

Weekly Benefits - In the event that your member suffers an injury or illness that prevents your member from working in their occupation we will pay your member a weekly benefit calculated in accordance with the policy and the limits set out in the schedule.

Section 4 – Members Personal Property

We will cover:

- Sporting equipment damaged while in transit as a result of fire, lightning, explosion, collision and/or overturning of the conveyance;
- Sporting equipment damaged while being temporarily stored in your or a member's vehicle that is not in transit as a result of fire, lightning, explosion, theft consequent upon forcible and violent entry into the vehicle or theft of the vehicle itself following forcible and violent entry;
- Sporting equipment damaged while being stored at a sporting club as a result of fire, lightning, explosion or theft from the sporting club premises and/or any area at the sporting club where the sporting equipment is being stored.

- Sporting equipment damaged while being stored at a members residence as a result of fire, lightning, explosion, theft consequent upon forcible and violent entry into the residence.

Exclusions

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

Section 1 – Voluntary Workers Personal Accident

We will not pay any claims for any pre-existing injury, physical or mental disability the injured person knew or could reasonably be expected to know about prior to the commencement of the period of insurance.

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 for any injury directly or indirectly caused or contributed to by, or in consequence of stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder.

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.

You should read the General Exclusions and Specific Exclusions 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 page 7 and there are also specific conditions applying to each section. 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 the schedule that we will issue to you. You need to decide if the limits of cover are appropriate for you. If they are not, you may be underinsured and have to bear part of any loss yourself.

Part A: Product Disclosure Statement (cont'd)

Your Duty of Disclosure

Before you enter into or renew an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984 (Act).

The Act imposes a different duty when you:

- enter into the Policy with us for the first time;
- renew your Policy; and
- you vary, extend or reinstate your Policy.

We set these duties out below.

The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between when the answers are provided to us or disclosures are made and the Relevant Time, you need to tell us.

Duty of Disclosure When Applying For This Policy

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Duty of Disclosure on renewal of Your Policy

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

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

Duty of Disclosure on variation, extension or reinstatement of your Policy

If you have already entered into a Policy and you are proposing to vary, extend or reinstate the Policy your duty of disclosure changes. You have a duty to tell us of anything that You know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. If you are not sure whether something is relevant you should inform us anyway.

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.

Who Needs to Tell us?

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

If you do not tell us something

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

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

What Do You Pay for Member Insurance Plan Insurance?

The cost of this Policy is based on the cover you have selected and the information you provided to us in your application. The cost of this Policy is affected by:

- your club and the Insured Person's recreational and other activities;
- the Insured Persons' age;
- the level of cover you elect;
- the level of Benefits you elect to purchase; and,
- details of prior claims, uninsured losses and/or incapacity.

You also have to pay GST and any relevant government charges (such as stamp duty) where applicable. These amounts add up to the total Premium you must pay. Once the Policy is issued your Premium, GST and any relevant government charges are shown on the Schedule.

If you change the Policy in any way you may be entitled to a premium refund or asked to pay an additional amount.

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 shown in your Schedule. You may choose to increase this standard excess and if you have chosen to do this, it will be shown on your Schedule.

We may at our discretion increase the standard excess

Part A: Product Disclosure Statement (cont'd)

listed above based on our overall assessment of the risk and your claims or loss history. If we increase the standard excess, this will be shown on your schedule.

How to Make A Claim

To make a claim please contact your insurance intermediary. For full details on claims procedures please refer to the policy wording.

Important Information

The terms and conditions of the insurance we offer the Insured Persons are set out in your Policy. It is important that you:

- read all of the Policy before you buy it to make sure that it gives the Insured Persons the protection they need;
- are aware of the limits on the cover provided and the amounts we will pay Insured Persons (including any Excess that applies);
- are aware of the definitions in the Policy. You will find definitions throughout the Policy. 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. In some circumstances the terms and conditions of this Policy may be amended by endorsement. If the Policy is endorsed you will receive notification of the end

How Benefits are Provided Under This Insurance (Some Exclusions Apply)

Access to benefits under this insurance to the Insured Persons is provided solely by operation of section 48 of the Insurance Contracts Act (1984). Insured Persons do not enter into any agreement with Us and cannot vary or cancel this Policy as they are not the contracting Insured. Only the Insured can do this. An Insured Person obtains access to benefits from the time they satisfy the definition of Insured Person and any other terms and conditions that are required to be eligible. Their access to benefits ends at the end of immediately when the period they have access to cover ends (see below) or they no longer satisfy the definition of Insured Person or any other terms and conditions that are required for them to be eligible. Please refer to the documents that make up the Policy for full terms, conditions, limitations and exclusions.

We do not provide any notices in relation to this insurance to Insured Persons as they are not a

contracting party to the Policy. We only send notices to the Insured which is the only entity We have contractual obligations to under the Policy. Insured Persons have no right to cancel or vary the Policy or its cover – only the Insured (as the contracting party) and the Insurer can do this. If the Insurer or the Insured cancels or varies the Policy or its cover, the Insurer or the Insured does not need to obtain an Insured Person's consent to do so.

Insured Persons are not obliged to accept any of the benefits of this insurance, but if they wish to make a claim under the Policy then they will have the same obligations to Us as the Insured Persons would have if they were the Insured by reason of the Insurance Contracts Act. We will have the same rights against the Insured Persons as it would have against the Insured.

The insurance cover is subject to the terms, conditions, limitations and exclusions set out in this document.

Neither Sports Underwriting Australia, the insurer nor the Insured hold anything on trust for, or for the benefit or on behalf of, Insured Persons under this insurance arrangement. The Insured does not:

- act on behalf of the Insurer or an Insured Person in relation to the insurance;
- is not authorised to provide any financial product advice, recommendations or opinions about the insurance; and
- receive any remuneration or other benefits from Us.

Any person who may be eligible should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by the Us or Insured that the benefits are appropriate or useful for any person's needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

We pay agreed benefits if an Insured Person is entitled to claim in accordance with the coverage terms by suffering a loss described in this PDS during the period they have access to cover.

When Does an Insured Person's Access to Benefits Under the Policy Begin and End?

An Insured Persons' access to benefits begins when:

- the premium in relation to the Insured Person has been paid ; and
- the Insured Person meets the definition of Insured Persons in the Policy or any other document issued by Us.

Part A: Product Disclosure Statement (cont'd)

- The Insured Person's access to benefits ends on the earlier of the following:
- at the time that the Insured Person no longer meets the definition; or
- at the time the Insured requests that the Insured Person no longer be covered under the Policy as an Insured Person; or
- the date the Policy ends in accordance with Policy terms or law (for example, when the Policy is not renewed or is cancelled); or
- immediately upon the Insured Person's death; or
- immediately upon the Insured Person reaching any age limit specified in the Schedule; or
- immediately upon any premium instalment for the Insured Person is unpaid for 1 month; or
- upon their claim reaching the applicable maximum Benefit period in the Schedule.

We are not obliged to notify an Insured Person of termination of the Policy.

We Respect Your and the Insured Persons' Privacy

In this Privacy section "we", "us" or "our" means Great Lakes Australia and Sports Underwriting Australia, unless specified otherwise. "You" or "your" means the Insured or the Insured Person as applicable.

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.

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 or Insured Persons consent to the disclosure of 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 or Insured Persons' personal information and/or choose not to consent and / or withdraw the 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.

If you provide us with personal information about another person you must only do so with their consent and agree to make them aware of this privacy notice.

Our Privacy policies contain information on how you or Insured Persons may access personal information that each of us hold, or seek correction of your or Insured Person's personal information and information on how to make a complaint about the handling of your or Insured Persons' personal information and how complaints are handled. If you or Insured Persons require more information, you or Insured Persons can access the Great Lakes Australia Privacy Statement at www.munichre.com/io/gla/en/privacy_statement.aspx and SUA Privacy Policy and Privacy Statement at www.sportsunderwriting.com.au/documents.

Taxation Information

If Insured Persons are not registered for GST, in the event of a claim we will reimburse the Insured Persons the GST component in addition to the amount that we pay. The amount that the Insured Person is liable to pay under this Policy will be reduced by the amount of

any input tax credit that the Insured Person is 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 the Insured Person makes a claim under this Policy. We will not indemnify the Insured Persons or you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of the Insured Person's or your entitlement (or correct entitlement) to an input tax credit on the Premium.

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

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

Part A: Product Disclosure Statement (cont'd)

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 nonrefundable 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.

General Insurance Code of Practice

Great Lakes Australia is a signatory to the General Insurance Code of Practice. The Code aims to raise standards of service between insurers and their customers.

For any information about the Code, including a copy of the Code, contact the Financial Ombudsman Service on 1300 78 08 08 or visit www.codeofpractice.com.au

Financial Claims Scheme

In the event of the insolvency of Great Lakes Australia, you may be entitled to payment under the Financial Claims Scheme. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the APRA website at www.apra.gov.au and the APRA hotline on 1300 55 88 49.

Dispute Resolution Process

If you are not satisfied with our service please tell us so we can help. We will address complaints in accordance with Great Lakes 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

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 refer it in writing to our Internal Dispute Resolution panel, which is independent of the original complaint review.

E-mail: disputes@gla.com.au

Postal Address: Attn: Dispute Resolution Officer
Great Lakes Australia PO Box H35 Australia Square
NSW 1215

The panel will respond within 15 business days. If the panel cannot respond within 15 business days, the panel will agree a reasonable alternative timetable with you. If the panel cannot reach an agreement on an alternative timetable, the panel will advise you of your right to take your complaint to the FOS.

Step 3: External Dispute Resolution scheme

If we are unable to resolve your complaint within 45 days of the date we first received your complaint or if you remain unsatisfied, you can seek a free review by the FOS. The FOS is an independent national body and we agree to accept its decision.

You can contact the FOS by:

Postal Address: Financial Ombudsman Services
Australia Ltd, GPO Box 3, Melbourne VIC 3001

Tel: 1800 367 287

Email: info@fos.org.au

Website: www.fos.org.au

Part B: Policy Wording

Our Agreement with You

The **Policy** is a legal contract between **You** and **us**.

You have paid, or agreed to pay, **Us** the **Premium** and **We** provide the cover **You** have chosen as set out in the **Schedule**.

You must comply with all provisions of the **Policy**, otherwise **We** may be entitled to refuse to pay a claim, or reduce the amount an **Insured Person** is entitled to receive.

The **Policy** is in force for the period of insurance stated in the **Schedule** or until cancelled.

General Conditions

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

Alteration of Risk

You must immediately notify **Us** in writing of any changes **You** know of which materially alter any of the facts or circumstances that existed at the commencement of **Your Policy**.

Examples of some of these circumstances are when:

- a. **Your** membership has changed;
- b. **You** or **Insured Persons** undertake a new recreational activity or sport for which they need to be insured.

Cancellation

This **Policy** may be cancelled by:

- a. **You** at any time by notifying **Us** in writing, in which case cancellation takes place when **We** receive the notice; or
- b. **Us** on any of the grounds set out in the Insurance Contracts Act 1984 (Cth), as amended from time to time, by giving **You** notice in writing, in which case cancellation takes place at the time **You** enter into another contract of insurance to replace the **Policy**, or at 4.00pm on the 3rd business day after delivery of the notice to **You**, whichever is earlier.

We will retain, or be entitled to retain:

- i. if there has been a 100% payment of a **Weekly Benefit** or **Capital Benefit**, the entire **Premium**;
- ii. in all other circumstances, the **Premium** for the period the **Policy** was in force.
(less taxes and duties we cannot recover)

You must supply **Us** with such particulars as **We** may require to enable a refund of **Premium** following any cancellation.

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**, 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 lost or stolen **Sporting Equipment**;
 - iv. immediately notify the police in the event of a **Burglary**, or if any **Sporting Equipment** is stolen, lost or maliciously damaged;
 - 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 individual covers 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; or
 - ii. alter or repair any building, appliance, plant or thing 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**;

General Conditions (cont'd)

- d. **We** will have full discretion in the conduct of any negotiations and the settlement of any claims;
- 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**;

Provisions and Definitions

Where a specific provision is in conflict with a general provision or definition the specific provision or definition will apply.

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 mentioned in the **Schedule**.

Jurisdiction

The **Policy** is to be governed by the laws of the Commonwealth of Australia and the State or Territory where the **Policy** was issued. **We** and **You** agree to submit to the non exclusive jurisdiction of the Courts of the State or Territory where the **Policy** was issued.

Excess

If a claim is made under the **Policy**, **You** have to pay to **Us** the **Excess** detailed in the **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.

How We Will Communicate

All communication **You** are required to give or make under the **Policy** must be sent in writing to **us**.

All communications **We** are required to give or make under the **Policy** will be sent in writing or via electronic means to **You** or as notified by **You** from time to time.

All communications sent by post to **You** or **Your** appointed agent will be deemed to have been received

by **You** on the third day following the day of posting.

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 any renewal or extension, is deemed to have been furnished, omitted, misrepresented or withheld (as the case may be) on behalf of all parties.

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**.

Other Insurance

You must advise **Us** in writing of any insurance already effected or which may subsequently be effected providing, whether in total or in part, insurance provided under the **Policy**.

Reasonable Care

You must:

- a. 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;
- b. at **Your** own expense take all reasonable precautions to prevent personal injury or property damage; and
- c. comply with all statutory obligations, laws and regulations imposed by any competent authority in relation to any matter covered by the **Policy**.

Subrogation

We have the right of subrogation in respect of all rights and remedies which **You** may have against any person, company or other body. **We** may, in **Your** name, prosecute, launch proceedings seeking damages or other orders, or enforce any rights and/or remedies **You** may have. **We** may do this before or after **We** pay **Your** claim, and whether or not **You** have been fully compensated for **Your** actual loss. **We** are entitled to retain all amounts in excess of the loss suffered by **You** and the subject of a claim under this **Policy**. **You** must execute and deliver instruments and papers and do everything that is necessary to assist **Us** in the exercise of those rights and remedies.

General Conditions (cont'd)

Interpretation

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.

Severability

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

General Definitions

The meaning of some of the important words and terms used throughout the **Policy** are set out below. References to the words and terms are upper and lower case, where appropriate.

At the beginning of each section of the **Policy** You will find further important definitions applicable only in that section.

Aggregate Limit of Liability means the maximum amount **We** will pay for any one **Insured Event** involving more than one **Member**. The **Aggregate Limit of Liability** is stated in the **Schedule**. If this amount is not enough to pay all claims in full, then **We** will reduce each **Member's Benefit** proportionately so **We** do not pay more than the **Aggregate Limit of Liability**.

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

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

Benefit Period means the maximum number of weeks (shown in **Your Schedule** as the "benefit period") **We** will pay weekly benefits following **Injury**.

Earnings means:

- a. for **Your Member** 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 **Injury** or any shorter period that **Your Member** has been engaged in their **Occupation**;
- b. for **Your Member** 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 **Injury** or over any shorter period that **Your Member** has been continuously employed.

In the event of a claim, **Your Member** may be required to substantiate their **Earnings**.

Emergency Transport Costs means the cost of transporting **Your Member** by air or road to hospital following an **Injury**, where the use of the means of transport is reasonably necessary to ensure the health and safety of **Your Member**.

Employee(s) means any person who is engaged by **You** to work in **Your** service in the ordinary course of **Your** Business:

- a. whom **You** remunerate by salary, wages or commission; and
- b. whom **You** have the right to control and direct in the performance of such work; but not including a director, partner or trustee of **Your** Business or any broker, commission merchant, consignee, contractor or agent.

Excess means the first amount which **You** have to pay towards the cost of a claim under **Your Policy** as specified in the **Schedule** or the waiting period under **Your Policy** as specified in the **Schedule**.

GST means Goods and Services Tax.

Illness means any sickness or disease.

Injury means bodily injury (including death) resulting from an accident:

- which is not an **Illness**; and
- which accident occurs while this **Policy** is in force; and

General Definitions (cont'd)

- includes any condition resulting from exposure to the elements as a result of bodily injury; and
- which occurs while **Your Member** is participating in the **Insured Activities**.

Insured Activities means whilst **Your Member** is, at any **Insured Sports Facility** or **Sporting Club** in Australia:

- a. playing or practising any of the sports listed in the **Schedule**;
- b. travelling to and from the **Your Member's** private residence or temporary accommodation to a **Insured Sports Facility** or **Sporting Club** for the purpose of playing or practising any of the sports listed in the **Schedule**, attending any function or organised event or using any facility, bar, dining area or accommodation offered by the **Sporting Club**.

Insured Person(s) means any person nominated by the **Insured** from time to time for the insurance cover selected by the **Insured** under the **Policy** and which respect to whom:

- a. **We** have agreed to provide cover under the **Policy**; and
- b. a premium has been paid.

Provided the person meets the definition of **Member** or **Voluntary Workers** (as relevant to cover provided in each cover section).

An **Insured Person** is not a contracting insured under the **Policy** with **Us**. Our agreement is entered into with the **Insured**.

Insured Sports Facility means any place recognised and designated specifically for playing or practising golf or lawn bowls.

Medical Expenses means the cost of:

- a. an ambulance;
- b. hospital accommodation and theatre fees;
- c. orthotics, splints and prosthesis;
- d. treatment given by a dentist or registered medical practitioner; and
- e. if given on the advice of a registered medical practitioner treatment given by a chiropractor; masseur; naturopath, osteopath or physiotherapist.

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

Occupation means a persons 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 in the **Schedule** against 'Period of Insurance' unless the **Policy** is cancelled earlier.

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 this document, the Schedule and any other document we tell you form part of the Policy (such as endorsements and Supplementary PDSs). The Policy provisions are set out in **Your** insurance contract.

Premium means the amount that **We** charge **You** for the covers forming part of **Your Policy**, plus any statutory charges such as Fire Services Levy, **GST** and Stamp Duty.

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 Member's** occupation or from which **Your Member** earns all 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 where such loss of use

General Definitions (cont'd)

results from physical loss, destruction or damage to other tangible property.

Schedule means the certificate issued by **Us** which forms part of **Your Policy** and shows **Your** policy number, the **Premium**, the cover selected by **You**, and any special provisions, limits or endorsements.

Sporting Club means the premises, grounds and sporting facilities listed in the **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** used for the purpose of playing the sport named in the **Schedule**. **Sporting Equipment** does not mean motorised golf buggies.

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

Temporary Partial Disablement means disablement which prevents **Your Member** from attending to a substantial part of his or her **Occupation**.

Temporary Total Disablement means disablement which entirely prevents **Your Member** from attending to his or her **Occupation**.

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 Workers means club directors, committee members and/or voluntary workers whilst engaged in volunteer activities in connection with your Business including a journey that commences at the time the insured person leaves his/her normal place of residence or club, whichever is the place of departure for the journey and ends at the time the insured person returns to the insured person's normal residence or the club **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, the hull length of which exceeds 8 metres.

Weekly Benefit means the amount shown in **Your Schedule** as the "weekly benefit".

We, Us, or Our means the insurer, Great Lakes Reinsurance (UK) SE (ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603) acting through its agent Sports Underwriting Australia Pty Ltd.

You or Your or Insured means each person, company or other entity specified in the **Schedule**.

General Exclusions

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

Asbestos

This insurance does not apply to, and **We** will not indemnify **You** or **Your Member** 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.

Consequential Loss

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.

False and Fraudulent Claims

We will not pay if **You** or **Your Member**, 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.

Intentional Act

We will not pay if **You** or **Your Member**, or someone else with **Your** knowledge, deliberately caused any part of the damage or liability.

Unspecified Costs

We will not pay any costs unless specifically listed.

General Exclusions (cont'd)

Undamaged Property

We will not pay for replacement of undamaged property.

Warlike Activities, Nuclear Material or Terrorism

We will not pay for damage, or the incurring of a liability, directly or indirectly caused or contributed to by, or in consequence of:

- a. war, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not) or civil war;
- b. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, confiscation, nationalisation, requisition, or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above;
- c. nuclear reaction, nuclear radiation, radioactive contamination or nuclear weapon material; or
- d. any act of terrorism or any action taken in controlling, preventing or suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence. For the purposes of this clause an 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.

Prohibited by Law

We will not provide cover, be liable to pay any claim or provide any **Benefit** under this policy to the extent that the provision of such cover, payment or **Benefit** is prohibited by law or by doing so will expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations.

Section 1 - Voluntary Workers Personal Accident (cont'd)

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 will be paid for in proportion to the degree of **Permanent** Disability as compared with the cases as listed above without taking into account the **Occupation of Your Voluntary Worker**.

Disappearance Clause

If **Your Voluntary Worker** 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;

We will presume that **Your Voluntary Worker** has died as a result of **Injury** and will pay the death benefit accordingly. If **Your Voluntary Worker** is later found to be alive, then they must repay the amount **We** have paid.

Weekly Benefits

1. If because of **Injury Your Voluntary Worker** is prevented from working in their **Occupation** within 12 months of the **Injury** occurring, **We** will pay, after the application of the **Excess**, the **Weekly Benefit** shown in the **Schedule**, for the **Benefit Period**.
2. **We** will reduce **our** payment for any **Weekly Benefit** by the necessary amount so that it does not exceed 80% of **Your Voluntary Workers' Earnings**.
3. **We** will reduce **Our** payment for any **Weekly Benefit** by any other weekly benefits **Your Voluntary Worker** is entitled to receive for or under:

- a. any statutory workers compensation or transport accident scheme;
- b. any enterprise or collective bargaining agreement or similar agreement or arrangement;
- c. any Worker's Compensation legislation;
- d. all other Worker's Compensation legislation carve-out, top up or similar arrangements unless specifically agreed; to ensure that **Your Voluntary Workers'** overall income does not exceed 80% of their **Earnings**.

4. **We** will not **pay** any **Weekly Benefit**:

- a. during the period the **Excess** applies; or
- b. whilst **Your Voluntary Worker** is receiving **Weekly Benefits**, **Your Voluntary Worker** commences any new **Occupation** regardless of whether such **Occupation** is on a casual, temporary, part-time or permanent basis, unless **We** have expressly confirmed to **Your Voluntary Worker** that they may commence in such an **Occupation**; or
- c. for more than one **Injury** at any one time; or
- d. for any period after **Your Voluntary Workers'** 65th birthday unless expressly stated in the **Schedule**.

Section 1 - Voluntary Workers Personal Accident (cont'd)

5. Injury

We will only pay **Weekly Benefits** or a **Capital Benefit** not both. If **Your Voluntary Worker** elects to receive a **Capital Benefit** **We** will deduct the amount of any **Weekly Benefits** already paid from the **Capital Benefit**. If **Your Voluntary Worker** elects to receive **Weekly Benefits** **We** will deduct the amount of any **Capital Benefit** already paid from the **Weekly Benefits**.

6. Recurrent Injury

Where **Your Voluntary Worker** suffers recurrence of an **Injury**:

- a. for which **Your Voluntary Worker** has claimed **Weekly Benefits** under this or any other **Policy** issued by **us**; and
- b. **Your Voluntary Worker** first seeks medical assistance for that recurrence while this **Policy** is in force; and
- c. there has been a period of less than six (6) months between **Your Voluntary Workers'** return to work in **Your Voluntary Workers' Occupation** and the recurrence; it will be treated as a continuation of the original claim.

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

Additional Benefits

1. Home Help

We will only cover home help that is provided by a recognised agency. **We** will pay **Your Voluntary Worker** up to the **Weekly Benefit** for home help expenses incurred if an **Injury** covered by this **Policy** stops **Your Voluntary Worker** from caring for themselves in their home. The payments will be made at the end of each 4 weeks period. But, **We** will:

- a. Not pay the **Weekly Benefit** for more than the period shown in the **Schedule** for any one **Injury**.
- b. Not pay until **Your Voluntary Worker** has seen a registered medical doctor about the **Injury**.
- c. Only pay for the home help that **Your Voluntary Worker** reasonably needs and incurs to continue to live in their home.
- d. Stop payments once **Your Voluntary Worker** can care for themselves at home as they could before the **Injury**.

We will pay **Benefits** under only one of Loss of Earnings Benefits or Home Help.

2. Non Medicare Medical Costs

We will pay the percentage of **Medical Costs** of **Your Voluntary Worker** shown in the **Schedule** which arise from an **Injury** covered by this **Policy**. **We** will not pay:

- a. For **Medical 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'.
- b. For treatment that takes place later than 365 days after the **Injury** unless the delay is on the advice of a registered medical doctor or dentist.
- c. More than that percentage which is shown in the **Schedule** of the amount spent.
- d. More than the **Medical Costs Benefit** for any one **Injury**.

3. Emergency Transport Costs

We will pay the percentage shown in the **Schedule** of **Emergency Transport Costs** incurred by **Your Voluntary Worker** which arise from an **Injury** covered by this **Policy**.

We will not pay:

- a. 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'.
- b. More than that percentage which is shown in the **Schedule** of the amount spent.
- c. More than the **Emergency Transport Costs** for any one **Injury**.

Specific Conditions

If **Section 1- Voluntary Workers Personal Accident** forms part of **Your Policy You** and **Your Voluntary Worker** must follow the specific conditions noted below otherwise **We** may not pay **Your** claim under Section 1.

Claim Payments

In the event of the death of **Your Voluntary Worker**, **We** will make the claim payment to the **You**. For all other **Benefits**, **We** will make the claim payment to the **Voluntary Worker** who suffers the **Injury**.

Section 1 - Voluntary Workers Personal Accident (cont'd)

Claims Procedures

In the event of **Injury, Your Voluntary Worker** must immediately:

- obtain and follow proper medical advice from a qualified medical practitioner;
- obtain a medical certificate from a qualified medical practitioner confirming the **Injury**. In order to make a claim **You** must:
- contact **Us** or **Your** insurance intermediary as soon possible;
- complete and submit **our** claim form within 28 days or 28 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 **Injury**;
- provide at **Your** or **the Voluntary Workers** 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 death **We** are entitled to conduct a post mortem examination at **our** expense.

Specific Exclusions

We will not pay **Your Voluntary Worker** under **Section 1 – Voluntary Workers Personal Accident** under the following circumstances:

Mental Health

We will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder.

Hernia

We will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of hernia.

HIV/AIDS & Sexually Transmitted Disease

We will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of Human Immune Deficiency Virus (HIV), Acquired

Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any virus, complex or syndrome that is related to the foregoing or any sexually transmitted disease.

Riot/Criminal Acts

We will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of:

- riot in which **Your Voluntary Worker** is participating; or
- criminal acts or criminal activity.

Other

We will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of:

- a. **Your Voluntary Worker** engaging in or taking part in any of the following:
 - i. any sporting activity including **Professional Sporting** activities.
 - ii. activities outside Australia or New Zealand;
- b. naval, army, air force or any type of military service or operation;
- c. voluntary fire brigade activities or emergency services operations;
- d. driving a motor vehicle whilst having a percentage of alcohol in **Your Voluntary Workers** breath or blood in excess of that permitted by law;
- e. **Your Voluntary Worker** abusing or having abused, or being under the influence of alcohol or drugs other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by **Your Voluntary Worker**;
- f. flying except as a fare-paying passenger on an airline with scheduled flights (but including Feeder Air Route in single-engined **Aircraft** and helicopters where required);
- g. intentional self-injury or suicide;
- h. a pre-existing **Injury** which **You** or **Your Voluntary Worker** knew about or ought reasonably have known about; or,
 - i. **Insured Persons** under the age of 12 years and over the age of 65 years;
 - j. any deliberately self inflicted injury;
 - k. any pre-existing injury, physical or mental disability

Section 2 – Members Personal Liability

This section of the policy only applies when **Your Schedule** shows that you have cover for **Section 2 – Members Personal Liability**.

Cover Provided

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 **Sporting Club** in Australia as the result of an **Occurrence** in connection with the **Insured Activities**.

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 the **Limit of Liability** shown on the **Schedule** under Personal Liability.

Specific Conditions

If **Section 2-Members Personal Liability** forms part of **Your Policy You** and **Your Member** must follow the specific conditions noted below otherwise **We** may not pay any claim under Section 2.

1. **We** may 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 paragraph (a), **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.

Specific Exclusions

We will not pay **Your Member** under **Section 2 – Members Personal Liability** 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:
 - 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,

Section 2 – Members Personal Liability (cont'd)

- 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 golf cart is not travelling on, or being on, a public road;
 - 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 a **Member** or someone with the **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.

Section 3- Members Personal Accident

This section of the policy only applies when **Your Schedule** shows that you have cover for **Section 3 - Members Personal Accident**.

Capital Benefits

If **Injury** results in any of the conditions **You** have selected (as shown in the **Policy**) within twelve (12) months of the **Injury**, **We** will pay the **Benefit** shown as a percentage of the **Capital Benefit** shown in the "Capital Benefit Schedule".

We will assess whether a condition is **Permanent** at the end of the twelve (12) month period from the date of the **Injury** on the medical evidence then available.

Please note:

- The **Benefit** payable in the case of death will be reduced by any **Capital Benefit** paid for the **Injury** causing the death.

- All further cover ceases if, according to the "Capital Benefit Schedule" shown below, **Your Member** becomes entitled to a "Benefit Percentage" of 80% or more.
- **We** will not pay any **Capital Benefit** for more than one condition at any one time.
- The maximum amount **We** will pay for any one event involving more than one **Member** 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 **Member's** benefit proportionately.

Your Member can only claim one **Capital Benefit** for any one condition.

Section 3- Members Personal Accident (cont'd)

Capital Benefit Schedule

The Condition Benefit Percentage

1. Death and Permanent total disablement _____	100%
2. 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. Two kidneys _____	75%
13. One kidney _____	35%
14. Sexual function _____	45%
15. Two testicles _____	40%
16. One testicle _____	7.5%
17. 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 will be paid for in proportion to the degree of Permanent Disability as compared with the cases as listed above without taking into account the Occupation of Your Member .	

Section 3- Members Personal Accident (cont'd)

Disappearance Clause

If **Your 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;

We will presume that **Your Member** has died as a result of **Injury** and will pay the death benefit accordingly. If **Your Member** is later found to be alive, then they must repay the amount **We** have paid.

Weekly Benefits

1. If because of **Injury** **Your Member** is prevented from working in their **Occupation** within 12 months of the **Injury** occurring, **We** will pay, after the application of the **Excess**, the **Weekly Benefit** shown in the **Schedule**, for the **Benefit Period**.
2. **We** will reduce **our** payment for any **Weekly Benefit** by the necessary amount so that it does not exceed 80% of **Your Member's Earnings**.
3. **We** will reduce **our** payment for any **Weekly Benefit** by any other weekly benefits **Your Member** is entitled to receive for or under:
 - a. any statutory workers compensation or transport accident scheme;
 - b. any enterprise or collective bargaining agreement or similar agreement or arrangement;
 - c. any Worker's Compensation legislation;
 - d. all other Worker's Compensation legislation carve-out, top up or similar arrangements unless specifically agreed; to ensure that **Your Member's** overall income does not exceed 80% of their **Earnings**.
4. **We** will not **pay** any **Weekly Benefit**:
 - a. during the period the **Excess** applies; or
 - b. whilst **Your Member** is receiving **Weekly Benefits**, **Your Member** commences any new **Occupation** regardless of whether such **Occupation** is on a casual, temporary, part-time or permanent basis, unless **We** have expressly confirmed to **Your Member** that they may commence in such an **Occupation**; or
 - c. for more than one **Injury** at any one time; or
 - d. for any period after **Your Member's** 65th birthday

unless expressly stated in the **Schedule**.

5. Injury

We will only pay **Weekly Benefits** or a **Capital Benefit** not both. If **Your Member** elects to receive a **Capital Benefit** **We** will deduct the amount of any **Weekly Benefits** already paid from the **Capital Benefit**. If **Your Member** elects to receive **Weekly Benefits** **We** will deduct the amount of any **Capital Benefit** already paid from the **Weekly Benefits**.

6. Recurrent Injury

Where **Your Member** suffers recurrence of an **Injury**:

- a. for which **Your Member** has claimed **Weekly Benefits** under this or any other **Policy** issued by **us**; and
- b. **Your Member** first seeks medical assistance for that recurrence while this **Policy** is in force; 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.

Additional Benefits

1. Modification Expenses

If **Your Member** is:

- a. insured for both **Capital Benefit** and **Weekly Benefit**; and,
- b. entitled to 100% of the **Capital Benefit**;

We will pay up to an additional \$10,000 for costs necessarily incurred to modify **Your Member's** home and/or motor vehicle, or relocating to a suitable home provided that the modifications and/or relocation are prescribed by a legally qualified medical practitioner.

2. Funeral Expenses

We will pay up to an additional \$5,000 for funeral expenses in the event of the death of **Your Member** where the death is covered by this **Policy**.

3. Student Help

This cover is only available for full time students.

We will pay up to the **Weekly Benefit** shown in the **Schedule** for student help expenses incurred if an **Injury** covered by the **Policy** prevents **Your Member** from going to their usual school, college or other place of learning. The payments will be made at the end of each 4 week period. However **We** will:

- a. Not pay the **Weekly Benefit** for more than the

Section 3- Members Personal Accident (cont'd)

period shown in **Your Schedule** for any one **Injury**.

- b. Not pay until **Your Member** has seen a registered medical doctor about the disability or injury.
- c. Only pay for help that **Your Member** reasonably needs for their education.
- d. Stop payments once **Your Member** can go to their usual place of learning without help.

We will pay **Benefits** under only one of Loss of Earnings Benefits, Student Help or Home Help.

4. Home Help

We will only cover home help that is provided by a recognised agency. **We** will pay **Your Member** up to the **Weekly Benefit** for home help expenses incurred if an **Injury** covered by this **Policy** stops **Your Member** from caring for themselves in their home. The payments will be made at the end of each 4 weeks period. But, **We** will:

- a. Not pay the **Weekly Benefit** for more than the period shown in the **Schedule** for any one **Injury**.
- b. Not pay until **Your Member** has seen a registered medical doctor about the **Injury**.
- c. Only pay for the home help that **Your Member** reasonably needs and incurs to continue to live in their home.
- d. Stop payments once **Your Member** can care for themselves at home as they could before the **Injury**.

We will pay **Benefits** under only one of Loss of Earnings Benefits, Student Help or Home Help.

5. Parents' Inconvenience Allowance

This cover is only available for full time students under 25 years of age. **We** will pay the custodial parents of **Your Member** the **Daily Benefit for Parent's Inconvenience** while **Your Member** is in hospital. The payments will be made at the end of each 4 week period.

But, **We** will not pay:

- a. Unless **Your Member** is in hospital because of an **Injury** covered by this **Policy**.
- b. More than the **Benefit** shown in the **Schedule** for any one **Injury**.

6. Non Medicare Medical Costs

We will pay the percentage of **Medical Costs** of **Your**

Member shown in the **Schedule** which arise from an **Injury** covered by this **Policy**. **We** will not pay:

- a. For **Medical 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'.
- b. For treatment that takes place later than 365 days after the **Injury** unless the delay is on the advice of a registered medical doctor or dentist.
- c. c) More than that percentage which is shown in the **Schedule** of the amount spent.
- d. More than the **Medical Costs Benefit** for any one **Injury**.

7. Emergency Transport Costs

We will pay the percentage shown in the **Schedule** of **Emergency Transport Costs** incurred by **Your Member** which arise from an **Injury** covered by this **Policy**.

We will not pay:

- a. For 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'.
- b. More than that percentage which is shown in the **Schedule** of the amount spent.
- c. More than the **Emergency Transport Costs** for any one **Injury**

Specific Conditions

If **Section 3- Members Personal Accident** forms part of **Your Policy You** and **Your Member** must follow the specific conditions noted below otherwise **We** may not pay **Your** claim under Section 3.

Claim Payments

In the event of the death of **Your Member**, **We** will make the claim payment to the **You**. For all other **Benefits**, **We** will make the claim payment to the **Member** who suffers the **Injury**.

Claims Procedures

In the event of **Injury**, **Your Member** must immediately:

- obtain and follow proper medical advice from a qualified medical practitioner;

Section 3- Members Personal Accident (cont'd)

- obtain a medical certificate from a qualified medical practitioner confirming the **Injury**.

In order to make a claim **You** must:

- contact **Us** or **Your** insurance intermediary as soon possible;
- complete and submit **our** claim form within 28 days or 28 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 **Injury**;
- provide at **Your** or **the 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 death **We** are entitled to conduct a post mortem examination at **our** expense.

Specific Exclusions

We will not pay **Your Member** under **Section 3 – Members Personal Accident** under the following circumstances:

Mental Health

We will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder.

Hernia

We will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of hernia.

HIV/AIDS & Sexually Transmitted Disease

We will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any virus, complex or syndrome that is related to the foregoing or any sexually transmitted disease.

Riot/Criminal Acts

We will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of:

- riot in which **Your Member** is participating; or
- criminal acts or criminal activity.

Other

We will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of:

- a. **Your Member** engaging in or taking part in any of the following:
 - i. any sport other than those shown in the **Schedule** as Insured Activities;
 - ii. activities outside Australia or New Zealand;
 - iii. hang-gliding, parachuting or para-gliding;
 - iv. **Professional Sporting** activities.
- b. naval, army, air force or any type of military service or operation;
- c. voluntary fire brigade activities or emergency services operations;
- d. driving a motor vehicle whilst having a percentage of alcohol in **Your Member's** breath or blood in excess of that permitted by law;
- e. **Your Member** abusing or having abused, or being under the influence of alcohol or drugs other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by **Your Member**;
- f. flying except as a fare-paying passenger on an airline with scheduled flights (but including Feeder Air Route in single-engined **Aircraft** and helicopters where required);
- g. intentional self-injury or suicide;
- h. a pre-existing **Injury** which **You** or **Your Member** knew about or ought reasonably have known about; or,
- i. for **Weekly Benefits** only, any loss greater than 80% of **Your Member's Earnings**

Section 4- Members Personal Property

This section of the policy only applies when **Your Schedule** shows that you have cover for **Section 4- Members Personal Property**.

Cover Provided

If **Your Schedule** indicates that **You** have taken out insurance under Section 4, **We** will pay **Your Member** if **Sporting Equipment** is damaged by one or more of the events listed below occurring during the **Period of Insurance** and on the basis set out below. **We** will not pay **You** in respect of any of the matters set out in the Specific Exclusions or the General Exclusions.

1. Event – **Sporting Equipment** damaged while in transit as a result of fire, lightning, explosion, collision and/or overturning of the conveyance;
2. Event – **Sporting Equipment** damaged while being temporarily stored in **Your** or a **Member's** vehicle that is not in transit as a result of fire, lightning, explosion, theft consequent upon forcible and violent entry into the vehicle or theft of the vehicle itself following forcible and violent entry;
3. Event – **Sporting Equipment** damaged while being stored at a **Sporting Club** as a result of fire, lightning, explosion or theft at the **Sporting Club** premises and/or any area at the **Sporting Club** or **Insured Sports Facility** where the **Sporting Equipment** is being stored.
4. Event – **Sporting Equipment** damaged while being stored at a **Members** normal place of residence as a result of fire, lightning, explosion, theft consequent upon forcible and violent entry into the residence.

Basis of Settlement

If **Sporting Equipment** is lost or damaged on the basis set out above, **We** will pay to reinstate the **Sporting Equipment** on the basis set out below:

1. Where **Sporting Equipment** purchased new which is less than 5 years old from the date of purchase as new at the time it is lost, destroyed or damaged, at **our** option, its repair or replacement by similar equipment to a condition equal to but not better or more extensive than its condition when new;
2. Where **Sporting Equipment** purchased new which is more than 5 years old from the date of purchase as new or if the **Sporting Equipment** was purchased second hand, at the time it is lost, destroyed or damaged, at **our** option, its repair or replacement by similar equipment to a condition equal to but not

better or more extensive than its condition at the time it is lost, destroyed or damaged and subject to a reduction for depreciation as detailed below;

3. Where **Sporting Equipment** purchased second hand, at the time it is lost, destroyed or damaged, at **our** option, its repair or replacement by similar equipment to a condition equal to but not better or more extensive than its condition at the time it is lost, destroyed or damaged and subject to a reduction for depreciation as detailed below;
4. Where **Sporting Equipment** purchased new which is 5 years old at the time it is lost, destroyed or damaged, **We** will reduce the amount that **We** pay to repair or replace **Sporting Equipment** by 30%. For each year after, **We** will reduce the amount that **We** pay to replace **Sporting Equipment** by 7.5% to a total deduction of 75%;
5. Where **Sporting Equipment** is purchased second hand, **We** will reduce the amount that **We** pay to repair or replace by 6% from the date of its original purchase. For each year after that **We** will reduce the amount that **We** pay to replace **Sporting Equipment** by 7.5% to a total deduction of 75%;
6. **We** are not bound to replace, restore or repair the **Sporting Equipment** exactly or completely but only as circumstances permit and in a reasonably sufficient manner;
7. If the **Sporting Equipment** can be repaired, then it must be repaired unless the cost of repair exceeds the replacement cost.

Specific Conditions

If **Section 4- Members Personal Property** forms part of the **Policy**, **You** and **Your Members** must follow the specific conditions noted below otherwise **We** may not pay **Your** claim under **Section 4- Members Personal Property**.

1. The vehicle (including any fixed carrying compartment) transporting or temporarily storing the **Sporting Equipment** must:
 - a. be fully enclosed and capable of being securely locked;
 - b. have all windows, doors and openings securely locked when it is left unattended;
2. If **Sporting Equipment** is temporarily left in a vehicle, the equipment must be in the locked boot or locked glove compartment concealed from view;

Section 4- Members Personal Property

3. Any premises where **Sporting Equipment** is temporarily stored must be fully enclosed and securely locked at all times;
4. When **We** pay to replace **Sporting Equipment**, the damaged **Sporting Equipment**, at **our** option, becomes **our** property;
5. If **Sporting Equipment** is stolen, **You** must notify the police within 3 days of the incident;
6. If **We** ask, **Your Member** must provide **Us** with proof of ownership or the value of any item that is the subject of any claim.
 - d. if it is lawfully destroyed or confiscated;
 - e. that is maliciously or intentionally damaged by **Your Member** or anyone with **Your Member's** consent;
 - f. 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;
 - g. if **You** or **Your Member** has not taken reasonable precautions to prevent loss or damage to **Sporting Equipment**;

Specific Exclusions

We will not pay **Your Member** under **Section 4 – Members Personal Property** under the following circumstances:

1. **We** will not pay for loss or damage to **Sporting Equipment** if the loss or damage is covered by any other public liability insurance policy or if the equipment is insured by **Your member's** household contents insurance;
2. **We** will not pay for loss or damage to **Sporting Equipment**:
 - a. that **Your Member** intends to sell;
 - b. if it is lost or damaged while being shipped, couriered or sent by post;
 - c. that is lost or damaged while in transit in an **Aircraft**, bus, train or **Watercraft** unless the **Sporting Equipment** is carried as hand luggage by **Your Member**;
3. **We** will not pay for loss or 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;
 - c. mechanical, electrical or electronic breakdown, failure or derangement.



Product issued by:
Great Lakes Reinsurance (UK)
SE (ARBN 127 740 532, ABN
18 964 580 576, AFSL 318603)
acting through its agent Sports
Underwriting Australia Pty Ltd.