

# SPORTSCOVER

QUALITY INSURANCE AT A SPORTING PRICE

**22 September 2009**

Mr D Channing  
Adjudication Branch  
Australian Competition & Consumer Commission  
GPO Box 3131  
**CANBERRA ACT 2601**

Dear Sir,

**Exclusive Dealing Notification lodged by Ice Hockey Australia ("the Notification")**

We refer to:-

- Your letter dated 3 August 2009;
- Your letter dated 9 September 2009.

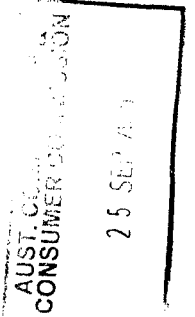
We **enclose** a copy of the following for your reference:-

1. Sportscover's standard Liability Policy Wording;
2. Sportscover's standard Sports Injury Policy Wording;
3. Your letter dated 9 September 2009.

We note that you have requested that we address the following questions in relation to the Notification:-

- (a) "...IHA is proposing to sanction any member who participates in a non-sanctioned game or league. Is it necessary for IHA to have this policy in order to obtain insurance from Sportscover?"
- (b) "If IHA did not have a policy that provided for the suspension or expulsion of members in the event they participated in non-sanctioned games and leagues, would this affect their current insurance policy? If so, please explain how the policy would be affected, for example would it lead to higher insurance premiums."

In relation to (a) and (b), we refer to the enclosed Policy Wordings and provide the following background:-



**Sportscover Australia Pty. Ltd.** A.C.N. 006 637 903 A.B.N. 43 006 637 903 AFS License No. 2309

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**Claims Hotline: 1300 134 956 Email: info@sportscover.com Website: www.sportscover.co**



Sportscover provides Ice Hockey Australia ("IHA") with standard Liability, Directors and Officers and Player Accident insurance cover. Pursuant to the Policy Schedule provided to IHA, various state ice hockey associations fall within the auspices of IHA.

Under both the Liability and Player Accident Policy Wordings, 'the Insured' refers to the club or association named in the Schedule. Under the Liability Policy Wording, the Business for which the Insured is covered relates to "a sporting club and member of the association designated in the Schedule." Furthermore, under the Player Accident Policy Wording, the 'Scope of Cover' provided to the Insured, means, amongst other things, "playing in official matches under the auspices of the Insured."

Therefore, insurance cover is provided to IHA and those affiliated state associations named in the Schedule only.

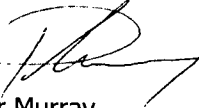
#### Answers to Your Questions

In relation to (a) above, it is not necessary for IHA to have this policy in place in order to obtain insurance from Sportscover. However, it should be noted that insurance cover is not provided to players or members of the Insured when participating in non-sanctioned Australian or international ice hockey games or leagues. As previously stated, insurance cover is only provided to members of IHA and its affiliated clubs or associations whilst playing in official matches under the auspices of the Insured.

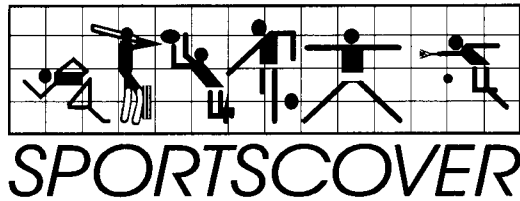
In relation to (b) above, if IHA did not have this policy in place, it would not affect their current insurance policy. Whether or not IHA choose to suspend or expel members who participate in non-sanctioned games and leagues is a matter for IHA. Again, our concerns lie with the Insured and those members who are playing official matches under the auspices of the Insured only.

If you have any queries, please contact our offices.

Yours faithfully,



Peter Murray  
**Legal and Compliance**



A.C.N. 006 637 903

**GENERAL LIABILITY INSURANCE**  
**POLICY WORDING**  
**FOR AMATEUR SPORTS**

This is to certify that in accordance with the authorisation granted under contract number B0573K0800288 to Sportscover Australia Pty Ltd by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and in consideration of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, each for his own part and not one for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

The Underwriters hereon agree that:

- (i) In the event of a dispute arising under this Insurance, the Underwriters at the request of the Assured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- (ii) Any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia  
Suite 2, Level 21  
Angel Place  
Pitt Street  
Sydney NSW 2000

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

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

The amount of Premium specified in the Schedule is the amount due to the Underwriters and any commission allowed by them is to be regarded as remuneration of Sportscover.

## **SECTION ONE**

In consideration of the payment of the premium stated in the schedule and in reliance on the particulars and statements made in the proposal referred to in the schedule the underwriter nominated in the schedule (hereinafter called the "Company") will to the extent and in the manner provided:

### **INSURING AGREEMENTS**

- (1) Indemnify the Insured's legal liability to pay Compensation for Personal Injury or Property Damage that happens during the period of insurance arising from an Occurrence in connection with The Business within the Territorial Scope up to a maximum of the respective limits of indemnity for General Liability and Products Hazard as stated in the schedule. The total aggregate liability for Products Hazard during any one period of insurance will not exceed the limit of indemnity.
- (2) Indemnify the Insured for the legal advisors fees and court costs involved in defending any claims against the Insured to the extent that such claims fall within the terms and indemnity limits provided for in (1) above. The Company shall have the right but not the obligation to appoint legal representatives and conduct the defence of any such claim, investigation, negotiation and settlement thereof as it considers expedient.
- (3) Reimburse the Insured for all reasonable expenses, other than wages, loss of earnings or profits, incurred with the consent of the Company in connection with (2) above.

Indemnity or reimbursement provided in Insuring Agreements (2) and (3) shall be payable in addition to the applicable limits of indemnity stated in the schedule.

### **DEFINITIONS**

1. "AIRCRAFT" means any vessel, craft, Vehicle, kite, hang glider, balloon or other appliance whether heavier or lighter than air used for recreational flying aerial sports or to transport persons or property. The term aircraft includes any related appurtenances or equipment such as parachutes.
2. "CATEGORY 4 SPORTS" means Gridiron, Rugby, Rugby League, Soccer, Australian Rules, Kick Boxing, Boxing, Martial Arts and all other contact sports.
3. "COACH/REFEREE" means a Member of the insured club who is accredited and qualified in accordance with the requirements of the sport nominated in the schedule and/or a person with a minimum of coaching or refereeing experience in the nominated sport, indicated in the schedule.
4. "COMPENSATION" means any amount payable under the terms of the policy and includes any interest which may be awarded upon damages or incurred upon a judgement debt and plaintiffs costs, but does not include fines, penalties, criminal sanctions of any description, punitive, liquidated, aggravated or exemplary damages.
5. "EMPLOYEE" means any person that the Insured has the right to direct during The Business activities who is engaged under a contract of service or apprenticeship and includes both statutory and common law employees.
6. "FUNGUS, MILDEW AND MOULD " includes but is not limited to any form or type of mould, mildew, mushroom yeast or biocontaminant. Spore(s) includes but is not limited to, any substance produced by, emanating from, or arising out of any fungus/fungi.
7. "GENERAL LIABILITY" means any liability of the Insured indemnifiable under Insuring Agreement (1) other than Products Hazard.
8. "INSURED" means:
  - (a) The insured club named in the schedule;
  - (b) Any director, executive officer, committee Member, office-holder, employee of the insured club or Association but only whilst acting within the scope of their duties in such capacity;
  - (c) Any registered Member of the insured club or voluntary worker but only whilst acting in connection with club activities and whilst conforming to club rules and by-laws. Such Member or voluntary worker shall only be entitled to indemnity hereunder to the extent that said Member or voluntary worker is not entitled to indemnity under any other policy of insurance;

(d) Any owner of plant in respect of the hire of said plant to the insured club but only to the extent required under written hiring contract or agreement.

9. "LANDING AREA" means any part of earth's surface including water or any structure or property used for embarkation or disembarkation of people or loading or unloading of goods or where Aircraft are kept, housed maintained or operated and where Aircraft may take off and land.
10. "MEDICAL PERSONS" means medical doctors, nurses, dentists and certified first aid attendants.
11. "MEMBER" means any member, temporary player or other person actively engaged in and appropriately registered for the purpose of playing the sport named in the schedule.
12. "OCCURRENCE" means an event, including continuous, repeated exposure to substantially the same general condition, which result in Personal Injury or Property Damage neither, expected nor intended from the standpoint of the Insured.
13. "PERSONAL INJURY" means death, bodily injury, illness or disease of or to any person.
14. "PRODUCT" means any property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.
15. "PRODUCTS HAZARD" means any liability of the Insured indemnifiable under Insuring Agreement (1) which arises directly or indirectly out of a Product or any defect or failure thereof.
16. "PROPERTY DAMAGE" means accidental loss of or damage to tangible property and includes resultant loss of use of such damaged property.
17. "TERRITORIAL SCOPE" means:
  - (a) anywhere in the Commonwealth of Australia and New Zealand, and
  - (b) anywhere in the world but only in respect of:
    - (i) your Products exported from the Commonwealth of Australia or New Zealand, and
    - (ii) visits by the Insured for the purpose of playing or administering The Business of the Insured or the sport nominated in the schedule but only whilst acting in connection with club activities and whilst conforming to club rules and by-laws.
18. "THE BUSINESS" means a sporting club and member of the sporting association designated in the schedule. The said business includes all activities connected with the sport including responsibilities as landlord, tenants, property owners and organisers of social and fund-raising activities but does not include any coaching activities unless noted in the schedule.
19. "VEHICLE" means any type of conveyance of goods or personnel, including a caravan or trailer, which is intended to be propelled other than by manual or animal power.
20. "WAR" means undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.
21. "WATERCRAFT" means any vessel, craft, Vehicle or appliance made or intended to float on or in or travel on or through or under water.

## **EXCLUSIONS – applicable to Section One**

### **This Policy does not apply to:**

- (A) Any liability directly or indirectly arising out of Personal Injury to any Employee of the Insured arising out of or in the course of employment in The Business.
- (B) Any obligation for which the Insured may be held liable under any Workers Compensation Law or Industrial Award or Agreement or Determination in respect to any Employee, contractor or any person in the service of any contractor or subcontractor to the Insured and any dependant of such person.
- (C)
  - (i) Damage to property owned, leased or hired by or under hire purchase or loaned to the Insured or otherwise in the Insured's care, custody or control, but this exclusion does not apply to:
    - (a) Premises (including the contents thereof) and other property temporarily occupied by the Insured for the purpose of the sport and club named in the schedule;
    - (b) Employee's and visitor's clothing and personal effects for an amount not exceeding \$20,000 any one Occurrence. In respect of any such Occurrence the Insured shall bear the first \$200 of each and every claim;
    - (c) Premises occupied under a lease by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement. In respect of any payment for Property Damage caused by fire or explosion the Insured shall bear the first \$200 of each and every claim.
  - (ii) Malicious damage caused by any Insured or others for whom the Insured is responsible.
- (D) Liability for costs arising out of the costs incurred in or in connection with the repair, reconditioning, replacement, removal, recalling or guarantee of any Product or component part.
- (E) Liability arising out of the ownership, maintenance, operation, preparation or use by or on behalf of the Insured of:
  - (i) any Aircraft or hovercraft, or
  - (ii) any Landing Area for Aircraft provided such liability arises out of such use as a Landing Area, or
  - (iii) any Watercraft or vessel exceeding 8 metres in length; but this exclusion (E) (iii) shall not apply with respect to operations by independent contractors.
- (F) Liability arising out of the ownership, maintenance, operation or use by or on behalf of the Insured of any Vehicle in respect of which there is required by law to be in force a policy of compulsory liability insurance.
- (G) Any liability directly or indirectly arising out of:
  - (i) assault, battery or any intentional or deliberate violence committed or alleged to have been committed by any Insured; or any
  - (ii) sexual assault, sexual harassment, sexual molestation or rape.
- (H) Liability directly or indirectly caused by riots and/or strikes or in consequence of war, invasion, act of foreign enemy, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, nuclear fission, nuclear fusion or radioactive contamination. This exclusion includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory.

## **EXCLUSIONS (Con't)**

- (I) Notwithstanding any provision to the contrary within the policy or any endorsement thereto it is agreed that the policy excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, Act of Terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

- (J) Liability assumed under a contract or agreement unless the Insured would have been liable in the absence of such contract or agreement.
- (K) The rendering or failure to render professional advice or service by the Insured or any error or omission connected therewith provided that this exclusion does not apply to the rendering of first aid or medical services on the Insured's premises by Medical Persons employed by the Insured.
- (L) Personal Injury or Property Damage caused by or arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is caused by a sudden, identifiable, unexpected and unintended happening and takes place in its entirety at a specific time and place. It is further agreed that expenses for the prevention of any contamination or pollution shall also form part of this exclusion and shall not be recoverable under this policy.
- (M) Any claims brought against the Insured in any country or jurisdiction outside the Commonwealth of Australia or New Zealand.
- (N) Any liabilities arising directly or indirectly out of or caused by or in connection with:
- (i) the erection, demolition, alteration of and/or addition to buildings by or on behalf of the Insured except an erection, demolition, alteration of and/or addition to buildings not exceeding a total cost of \$50,000, and/or
  - (ii) demolition of a building or structure exceeding 10 metres in height.
- (O) Any liabilities arising directly or indirectly from vibration or from the removal or weakening of or interference with support to land, buildings or any other property.
- (P) Any liabilities arising directly or indirectly from explosion or collapse of boilers or other vessels under pressure in respect of which a certificate is required to be issued under the terms of any statute or regulation thereunder.
- (Q) Any Personal Injury caused and/or contributed by any Insured and/or to any participant caused and/or contributed by any participant in a match and/or a practice in regards to Category 4 Sports unless specified in the schedule.
- (R) Any liabilities arising out of any actions for defamation, libel, slander or breach of copyright.

## **EXCLUSIONS (Con't)**

- (S) Any liability arising anywhere in the world in relation to, caused by, or contributed to, directly or indirectly, or howsoever arising from:
- (i) total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Computer Equipment,
  - (ii) error in creating, amending, entering, directing, deleting or using Computer Equipment, or
  - (iii) total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all.

Computer Equipment shall mean and include data or part of data, computer hardware, operating system, computer network, equipment, websites, servers, extranet, software, applications software, computer chip including microprocessor chip and coded instructions as well as any new technology, product or service replacing existing Computer Equipment.

- (T) Personal Injury arising out of Acquired Immune Deficiency Syndrome (AIDS), Hepatitis C or Cancer in any form, howsoever these illnesses may have been acquired or may be named.
- (U) Any liability directly or indirectly arising from Fungus, Mildew and Mould. Such exclusion shall include but not be limited to:
- (i) Personal Injury, Property Damage or medical payments or any advertising injury arising out of, resulting from, caused by, contributed to or in any way related to the existence, inhalation or exposure to any fungus/fungi and/or Spore(s);
  - (ii) Any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus/fungi or Spore(s); or
  - (iii) Any obligation to share with or repay any person, organisation or entity related in any way to items (i) and (ii) above regardless of any other cause, event, material, product and or building component that contributed concurrently or in any sequence to the Personal Injury or Property Damage.
- (V) Any form of performance, surety, credit or financial guarantee.
- (W) Any award for liquidated, punitive, aggravated or exemplary damages including all fines and penalties.
- (X) Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed by asbestos in whatever form or quantity.
- (Y) Claims caused by or arising out of arc or flame cutting, flame heating, arc or gas welding or similar operation in which welding equipment is used, unless such activity is conducted in strict compliance with the Australian Standard 1674-1990 (Fire Precautions in cutting, heating and welding operations) or similar issued by the Standards Association of Australia.
- (Z) Economic or pecuniary loss where no Personal Injury or damage to tangible property occurs.



## **CONDITIONS – applicable to Section One**

1. The Insured shall within the period of insurance noted in the schedule give to the Company immediate notice in writing of:
  - (a) every Occurrence claim writ summons proceedings impending prosecution inquest and all information in relation thereto in respect of which there may arise liability covered by the policy.
  - (b) every change materially varying any of the facts or circumstances existing at the commencement of this insurance that shall come to the knowledge of any officer of the Insured.
2. No admission offer promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may reasonably require.
3. The Company may at any time pay the Insured the limit of indemnity applicable to an Occurrence or period of insurance (less any sums already paid in respect of that Occurrence or period of insurance), or any lesser amount for which all claims arising out of that Occurrence or period of insurance can be settled. Thereafter the Company may relinquish the conduct and control of any such claims and be under no further liability in connection with them.
4. In the event of an Occurrence, the Insured shall immediately take at its own expense all reasonable steps, including recall of any of the Insured's Products, to prevent other Personal Injury or Property Damage from arising out of the same or similar conditions. Such expense shall not be recoverable under the policy.
5. The Insured must exercise reasonable care to avoid and minimise Personal Injury or Property Damage, which shall include taking reasonable measures to maintain all premises, fittings and plant in sound condition, ensuring that only competent employees are employed and by complying with all statutory obligations, by-laws, regulations, public authority requirements and safety requirements and you must ensure that your employees do this as well. If the Insured does not take reasonable precautions, the Company may refuse to pay part or all of the Insured's claim.
6. The Company shall be permitted but not obliged to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe. The Company may examine and audit the Insured's books and records at any time during the period of insurance and extensions thereof within three years after the final termination of the policy, as far as they relate to the subject matter of this insurance. If the Insured does not provide the Company details or access as the Company may reasonably request, the Company may refuse to pay or reduce the amount of a claim.
7. This policy may be cancelled at any time at the request of the Insured in which case the Company will retain premium calculated at the Company's short period rate for the time the policy has been in force. This calculation shall be made on a seasonal risk basis. The Company may cancel this policy in accordance with the Insurance Contracts Act 1984 (as amended).
8. The inclusion of more than one person or organisation as Insured under the policy shall not in any way preclude the right of any one Insured person or organisation to claim against another. This provision however shall not under any circumstances operate to increase or aggregate the limits of indemnity stated in the schedule.
9.
  - (i) The Insured has a duty to disclose to the Company before the policy is entered into every matter known being a matter that:
    - (a) is known by the Insured to be a matter relevant to the Company's decision whether to accept any or all of the risks provided for in the policy and if so on what terms;
    - (b) a reasonable person in the circumstances could be expected to know to be a matter so relevant.
  - (ii) The Company may avoid the policy in the event of any fraudulent failure by the Insured to comply with the duty of disclosure, or any fraudulent misrepresentation.
  - (iii) If the Insured fails to comply with the duty of disclosure or makes a misrepresentation to the Company before the policy was entered into and if the Company is not thereby entitled to avoid the contract, the Company's liability in respect of any claim shall be reduced to the amount which would place the Company in the position in which it would have been if this failure had not occurred or the misrepresentation had not been made.

# **PROFESSIONAL INDEMNITY**

## **SECTION TWO**

This section of the policy is a "claims made" wording

### **1. OPERATIVE CLAUSE**

In consideration of the payment of the premium by the Insured the underwriter named in the schedule (hereinafter called the "Company") will indemnify the Insured against any claim or claims (including all legal costs and expenses for which the Insured shall become legally liable to the claimant) up to but not exceeding in the aggregate for all claims under this policy, the limit of indemnity specified in the schedule arising from breach of professional duty whether such duty is owed in contract or otherwise in respect of the Insured's legal liability arising from negligent acts, errors or omissions whenever or wherever committed or alleged to have been committed in connection with The Sport, provided that the Claim or Claims are:

- (i) made against the Insured during the period of insurance specified in the schedule and,
- (ii) immediately notified in writing to the Company by the Insured during the period of insurance,
- (iii) arising out of any act, error or omission which occurred subsequent to the Retroactive Date.

### **2. DEFINITIONS – applicable to Section Two**

2.1 "CLAIM" means

- (i) any claim made against the Insured;
- (ii) the receipt of written notice from any person of an intention to make a claim against the Insured; irrespective of whether the quantum is likely to be within or above the amount of the excess specified in the schedule.

2.2 "CLAIMS MADE" means any Claim made during the actual period of insurance.

2.3 "EXCESS" means the first amount of any Claim the Insured is required to pay.

2.4 "INSURED" means a qualified person appointed by the club, league or association to act as a coach/official but only whilst acting in the scope of their duties in such capacity.

2.5 "KNOWN CIRCUMSTANCES" means any circumstance or circumstances of which the Insured had become aware prior to the policy inception and which the Insured or a reasonable person or the Insured's profession would at any time prior to the policy inception have considered may give rise to a Claim or Claims against the Insured, as specified in the schedule.

2.6 "QUALIFIED" shall mean that person has appropriate qualifications or registration or accreditation or authorisation from The Insured body.

2.7 "THE SPORT" means that of the club, league or association specified in the schedule and includes all official activities connected with the sport.

2.8 "RETROACTIVE DATE" means the earlier of the retroactive date specified in the schedule or the date from which the Insured has held continuous professional indemnity insurance with the Company.

### **3. LIMIT OF LIABILITY**

The liability of the Company in respect of any one Claim (including legal expenses) or aggregate for all Claims under the policy during the period of insurance shall not exceed the limit of indemnity specified in the schedule.

### **4. LEGAL COSTS**

The Company will pay all costs, fees and expenses incurred with the prior consent of the Company by the Insured in the defence or settlement of a Claim or Claims made against the Insured but not exceeding in total the limit of indemnity referred to in the schedule.

## **5. EXCLUSIONS – applicable to Section Two**

1. This policy does not indemnify the Insured against any Claim or Claims:

- (a) (i) made or threatened or in any way intimidated prior to the inception date of the policy.  
(ii) arising from Known Circumstances
- (b) brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of the Insured or of any person at any time employed by the Insured.
- (c) arising from the conduct of any business not conducted for the benefit of or on behalf of the Insured named in the schedule.
- (d) in respect of the ownership, maintenance, operation or use of any aircraft, boats, automobiles or vehicles of any kind by or in the interest of the Insured.
- (e) as a result of the insolvency, bankruptcy or provisional liquidation or liquidation of the Insured.
- (f) brought against the Insured in the first instance in a court of law outside the Commonwealth of Australia.
- (g) arising from the sale or supply of goods by or on behalf of the Insured.
- (h) arising out of or in respect to any liability assumed by the Insured under any express warranty, guarantee or agreement unless such liability would have attached to the Insured notwithstanding such express warranty, guarantee or agreement.
- (i) for or in respect of libel, slander and discrimination from any cause.
- (j) arising from loss or deprivation of or damage to documents.
- (k) arising from any act error or omission which occurred outside the Commonwealth of Australia unless nominated in the schedule.
- (l) for or arising out of or in respect of any breach of the Trade Practices Act 1974 or Fair Trading Act 1987 as amended.
- (m) brought against an Insured arising directly or indirectly out of physical assault or interference as a consequence thereof.
- (n) brought against the Insured arising directly or indirectly from the use of non-medically prescribed drugs.
- (o) arising directly or indirectly from any injury (including emotional distress or mental trauma) loss or damage which is actually or allegedly caused by contributed to by or in any way related to the Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents and/or any blood related disease.
- (p) for liability directly or indirectly caused by riots and/or strikes or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, nuclear fission, nuclear fusion or radioactive contamination. This exclusion includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory. The word "War" includes undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.
- (q) where the Insured has, without the prior written consent of the Company, waived or surrendered any right, contribution or indemnity for which the Insured might otherwise have been entitled.

## **EXCLUSIONS – applicable to Section Two (con't)**

2. This policy does not indemnify the Insured against any liability to pay liquidated, punitive, exemplary or aggravated damages.
3. This policy does not indemnify the Insured against any liability to pay any fines and/or penalties imposed by law.
4. This policy does not indemnify the Insured against any liability to pay any trading debts.
5. This policy does not indemnify the Insured against any liability of the Insured or any principal of the Insured arising solely from the duties of the Insured or such principal as a director or legal officer of any company.
6. This policy does not indemnify the Insured against any liability caused by or arising out of the discharge, dispersal, release or escape of Pollutants whatsoever. For the purpose of this exclusion, Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste – waste includes material to be recycled, reconditioned or reclaimed.
7. Notwithstanding any provision to the contrary within the policy or any endorsement thereto it is agreed that the policy excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

For the purpose of this exclusion, Act of Terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

8. This policy excludes Claims arising out of relating directly or indirectly from or in consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind.

## **CONDITIONS - applicable to Section Two**

### **Procedure for defence and settlement of Claims**

1. All Claims must be notified to the Company in accordance with the Operative Clause regardless of whether or not the Insured believes the quantum of any such notice of demand is likely to be within the amount of the Excess specified in the schedule.

The Insured shall not, subject always to the provisions of the Insurance Contracts Act, 1984, admit liability for or settle any Claim or incur any costs or expenses in connection therewith without the written consent of the Company, which shall be entitled at any time to take over and conduct in the name of the Insured the defence or settlement of any Claim and which subject to Condition 7 herein, shall be entitled to Claim indemnity or contribution, at any time in the name of the Insured, from any party against whom the insured may have such rights.

However, if the Insured shall refuse to consent to any settlement recommended by the Company and shall elect to contest or continue any legal proceedings in connection therewith, the Company's liability shall not exceed the amount for which the matter could have been so settled (less the Excess specified in the schedule) subject to the aggregate policy limit plus the costs and expenses incurred up to the date of such refusal.

### **Claims co-operation**

2. The Insured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss hereunder, and shall immediately give all such information and assistance to the Company as it may reasonably require to enable it to investigate and to defend the Claim and/or to enable the Company to determine its liability under this policy.

The Company may, on the receipt by them of the notice from the Insured of any request, for indemnity under this policy, take whatever action that they consider appropriate to protect the Insured's position in respect of the Claim against the Insured, and such action by the Company shall not be regarded as in any way prejudicing its position under the policy and no admission of the Insured's entitlement to indemnity under the policy shall be implied.

Solicitors retained by the Company to act on behalf of the Insured in relation to any Claim against the Insured shall at all times be at liberty to disclose to the Company any information obtained in the course of so acting and whether from the Insured or howsoever, and the Insured hereby waives all Claim to legal professional privilege which it might otherwise have between itself and the Company in respect of such information.

### **Loss or Suspension of registration**

3. The Insured shall give immediate notice in writing to the Company should the statutory registration of Insured person or the club be cancelled, suspended or terminated.

### **Excess**

4. In respect of each and every Claim against the Insured the amount of the Excess specified in the schedule shall be borne by the Insured at their own risk and uninsured. The Company shall only be liable to indemnify the Insured for the amount beyond the level of the said Excess up to the amount of the limit of indemnity.

Nevertheless the indemnity for costs and expenses incurred with the written consent of the Company in the defence or settlement of Claims shall be subject to the said Excess.

For the purpose of this condition the term "Claim" shall be understood to mean any and all Claims which are within the scope of this policy and which arise by reason of the same act, error or omission.

## **CONDITIONS - applicable to Section Two (con't)**

### **Queen's Counsel**

5. The Company shall not require the Insured to contest any legal proceedings in respect of any Claim against the Insured, nor shall the Insured require the Company to contest, on its behalf, any legal proceedings in respect of any such Claim unless a Queen's Counsel (to be mutually agreed upon by the Insured and the Company) shall advise that such proceedings should be contested. In formulating his advice Counsel shall take into consideration the economics of the matter, having regard to the damages and costs which are likely to be recovered by the plaintiff, the likely costs of defence and the prospects of the Insured successfully defending the action. The cost of such Queen's Counsel opinion shall, for the purposes of this policy, be regarded as part of the costs of defence.

In the event that Counsel advises that, having regard to all the circumstances the matter should not be contested but should be settled, providing settlement can be achieved within certain limits which in Counsel's opinion are reasonable, then the Insured shall not object to any such settlement and shall immediately tender to the Company the Excess (or Excesses if more than one Claim) specified in the schedule.

### **Fraudulent Claim**

6. If the Insured or any of them shall make any application for indemnity under this policy, knowing that such application for indemnity is false or fraudulent, the Insured's right to indemnity in respect of such Claim shall be void.

### **Subrogation**

7. The Company shall be entitled to Claim indemnity or contribution at any time in the name of the Insured from any party against whom the Insured may have rights provided always that the Company shall not exercise any subrogation rights of recovery against any employee or former employee of the Insured unless the Claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the employee or former employee.

### **Other Insurance**

8. In the event of a Claim in respect of which indemnity is granted under this policy and in respect of which some other person(s) or entity have taken out a policy(ies) of insurance with the Company and are also entitled to indemnity under this policy, the Company shall only be liable to pay all such insureds under all such policies in respect of such Claim, an amount in aggregate not greater than the largest limit of indemnity of any one of such policies.

### **Currency**

9. All premiums and Claims (if any) are payable at the place and in the currency of the country where the policy was issued.

### **Proper Law of the Policy**

10. This insurance shall be governed by the law of the territory, state or country in which the policy was issued and whose courts shall have jurisdiction in any dispute arising hereunder. For the purpose of this condition the place of issue in the schedule shall be conclusive.

### **Cancellation**

11. The Insured may cancel this policy at any time by notifying the Company in writing. The Company will retain premium calculated at the Company's short period rate for the time the policy has been in force.

The Company may cancel the policy in accordance with the Insurance Contracts Act 1984 (as amended).

## Code of Practice

This Policy (Section 1 and 2) is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this Insurance should be referred to Us in the first instance. If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should write to:

Lloyd's Underwriters' General Representative in Australia

Suite 2, Level 21  
Angel Place  
123 Pitt Street  
Sydney NSW 2000  
Telephone Number: (02) 9223 1433  
Facsimile Number: (02) 9223 1466

Who will refer your dispute to the Complaints Department at Lloyd's.

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service (UK). Further details will be provided at the appropriate stage of the complaints process.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:  
Lloyd's Underwriters' General Representative in Australia  
Suite 2, Level 21  
Angel Place  
123 Pitt Street  
Sydney NSW 2000  
who has authority to accept service and to appear on the Underwriters' behalf;
- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

## Dispute Resolution

We will do everything possible to provide a high quality service to You. However, We recognise that occasionally there may be some aspect of Our service or a decision We have made that You wish to question or draw to Our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to Your complaint within 15 working days.

If You would like to make a complaint or access Our internal dispute resolution service please contact Your nearest Sportscover office and ask to be referred to Our dispute resolution department or contact Us via [www.sportscover.com](http://www.sportscover.com)

### **SPORTSCOVER AUSTRALIA PTY LTD** A.C.N. 006 637 903

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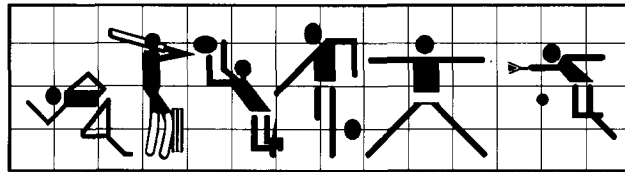
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**SPORTSCOVER**

ACN 006 637 903 ABN 43 006 637 903 AFS Licence No 230914

## **SPORTS INJURY**

# **PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING**



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## **Product Disclosure Statement (PDS)**

**15 April 2008**

### **The purpose of this PDS**

This PDS has been prepared to help You decide:

- Whether this product will meet Your needs; and
- Compare this product with any other products You may be considering.

This document tells You about the Sportscover Sports Injury insurance. It is designed to help You decide if the cover is right for You. Any advice is general only and does not take into account Your individual needs and circumstances. You should read it, and any other documents We send You, to ensure You understand Your cover. Please keep them in a safe place for future reference.

### **The Issuer**

This product is administered by Sportscover Australia Pty Ltd (ABN 43 006 637 903) (AFS Licence No.230914) of 271-273 Wellington Road, Mulgrave, Vic. 3170 under an authority from certain Underwriters at Lloyd's.

You can contact Sportscover Australia Pty Ltd by:

Telephone: (03) 8562 9100

Fax: (03) 8562 9111

Email: [info@sportscover.com](mailto:info@sportscover.com)

In Writing: 271-273 Wellington Road,  
Mulgrave, Vic 3170

### **Cooling-off Period**

If You decide this Policy does not meet Your needs You are entitled to cancel this Policy prior to the expiration of 14 days from the earlier of:

- The date You received confirmation of the insurance transaction; or
- The end of the fifth day after the Policy was issued to You.

A full refund of premium You have paid will be made to You (inclusive of Government Taxes and charges) unless You have made a claim under this Policy.

You can also cancel the Policy at other times in accordance with the terms shown in the Policy.

### **Your Privacy**

The Privacy Act 1988 seeks to ensure the confidentiality and security of any personal information.

The Sportscover Australia Privacy Policy detailing Our handling of personal information is available on request or on Our Website [www.sportscover.com](http://www.sportscover.com). You have the right to access and correct Your personal information We hold. If You would like to do this please call Us.

### **Your Duty of Disclosure**

To comply with Your Duty of Disclosure when You enter into a Policy of Insurance, or vary, renew, extend, replace or reinstate it, You must tell Us everything You know, and which a reasonable person in the circumstances, could be expected to know, is relevant to Our decision to insure You and, if so, on what terms.

Your duty however, does not require disclosure of matters:

- that diminish the risk to be undertaken by Us.
- that are of common knowledge.
- that We know or in the ordinary course of Our business ought to know.

as to which compliance of Your duty is waived by Us

If You fail to comply with this Duty, We may reduce or deny any claim You make and/or cancel the policy. If You fraudulently keep information from Us or deliberately make false statements We may avoid Your contract and treat Your insurance as if it never existed.

### **The Purpose of the Cover**

The Policy provides Sports accident cover for individuals, clubs, companies and associations. It is an annual renewable cover, however the Policy is not guaranteed renewable.

### **How to Apply for Insurance**

Complete the application form and forward it to Your Sportscover Accredited Broker.

If Your application is accepted, We will send You a schedule that sets out details of the insurance You have taken out. Please keep the Policy Wording and attach the schedule to it.

### **How to Make a Claim**

If You wish to make a claim, please contact Your Broker or Us. Details about making a claim are shown in the Policy Wording.

### **Taxation**

All Government Taxes and charges are shown separately on the insurance schedule. Details about the GST are shown in the Policy Wording.

### **Excess Period / Excess Payable**

In the event of a claim, You will not be entitled to receive any payment until an Excess Period has expired. The Excess Periods are described in the Policy and shown on Your schedule.

In some circumstances You will also be required to contribute to Your claim. The excess payable is described in the Policy and shown on Your schedule.

### **Significant Features and Benefits**

Depending on the cover You or Your club or association chooses, the Policy provides for:

- Weekly payments if an Insured Person is Temporarily Totally Disabled through Bodily Injury;
- A capital sum payment if, for example, an Insured Person loses hearing, an eye or a limb.

The main benefits are:

- Lump sum payments for some permanent injuries;
- Cover for non Medicare medical expenses; and
- Cover for loss of income

### **Significant Risks**

The Policy will not provide cover in some circumstances nor for some injuries. You should read the Policy exclusions for full details. Some of the main exclusions are Bodily Injury caused by or resulting from:

- Self-infliction
- War and terrorism
- Aerial activities
- Being under the influence of drugs or alcohol
- Criminal acts
- Psychiatric or psychological disorder
- Contamination by radioactivity
- Pre-existing conditions
- Sickness

### **The Premium**

Your premium is calculated taking into account many and varied risk factors. It is payable annually or by installments in some circumstances.

Your total premium includes all Government charges that are shown separately on the schedule.

Premium rates may be changed only on renewal of the Policy. You will be given at least 14 days notice prior to the annual expiration date of the Policy of the renewal terms.

## Code of Practice

This Policy is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this Insurance should be referred to Us in the first instance. If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should write to:

Lloyd's Underwriters' General Representative in Australia

Suite 2, Level 21  
Angel Place  
123 Pitt Street  
Sydney NSW 2000  
Telephone Number: (02) 9223 1433  
Facsimile Number: (02) 9223 1466

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

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:  
  
Lloyd's Underwriters' General Representative in Australia  
Suite 2, Level 21  
Angel Place  
123 Pitt Street  
Sydney NSW 2000  
who has authority to accept service and to appear on the Underwriters' behalf;
- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

## Dispute Resolution

We will do everything possible to provide a high quality service to You. However, We recognise that occasionally there may be some aspect of Our service or a decision We have made that You wish to question or draw to Our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to Your complaint within 15 working days.

If You would like to make a complaint or access Our internal dispute resolution service please contact Your nearest Sportscover office and ask to be referred to Our dispute resolution department or contact Us via [www.sportscover.com](http://www.sportscover.com)

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## **Policy Terms and Conditions**

### **The Insurer**

The Policy is underwritten by Syndicate 3334 at Lloyd's (Sportscover), registered address in Australia is 271-273 Wellington Road, Mulgrave VIC 3170.

This is to certify that in accordance with the authorisation granted under contract number B0573K0800288 to Sportscover Australia Pty Ltd, Syndicate 3334 at Lloyd's have agreed to insure You, in accordance with the terms and conditions of this Policy.

You or Your representative can obtain further details of Syndicate 3334 by requesting them from Us. In accepting this insurance, We have relied on the information and statements that you have provided on the Proposal Form (or Declaration). You should read this Policy carefully and if it is not correct contact Us.

### **Our agreement with You**

This Policy is a legal contract between You and Us. You pay Us the premium, and We provide You with the cover You have chosen as set out in the Policy Schedule and wording for events occurring during the Period of Insurance shown on Your Policy Schedule or any renewal period.

The amount of any Excess that applies to Your Policy will be shown on Your Policy Schedule.

The exclusions in the section(s) headed 'What We will not pay for' and conditions in the section headed 'General Conditions' apply to this Policy.

### **Your Policy**

Your Policy consists of the Policy Terms and Conditions in this document and the Policy Schedule You receive.

Please read Your Policy carefully, and satisfy yourself that it provides all the cover You require.

If You want more information about any part of Your Policy, please call Your broker or contact Us via [www.sportscover.com](http://www.sportscover.com)

It is an important document and you should keep it in a safe place with all other papers relating to this insurance.

## Cover

If whilst this Policy is in force, an Insured Person suffers Bodily Injury within the Scope of Cover then subject to the terms and conditions set out below, including in particular the Exclusions, and receipt by Us of the Premium(s), We shall pay the Benefits as stated in Your Policy Schedule.

## Words with special meanings

Throughout the Policy there are words that have special meanings. These words are:

**Accident** means a sudden, unexpected, unusual, specific event which occurs at a definable time and place.

**Act of Terrorism** means any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto. And/or any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards influencing the general public or any part thereof. In any action, suit or other proceedings where Underwriters allege that by reason of the Exclusion any loss is not covered by this Insurance the burden of proving that such loss is covered shall be upon The Insured.

**Bodily Injury** means an injury which, occurs solely and independently of any other cause; and

- a. is sustained by an Insured Person during the Scope of Cover,
- b. is sustained by an Insured Person during the Period of Insurance,
- c. is caused by an Accident, and
- d. results, within 12 calendar months of the Accident, in the Insured Person suffering one or more of the Events listed in Section 4.1 Capital Benefits and/or incurring expenses insured under Section 4.2 Medical Benefits and/or suffering Temporary Total Disablement.

**Disablement** means Temporary Total Disablement.

**Excess** means the amount of money that You or the Insured Person will be required to contribute in any claim. The amount is shown in The Schedule.

**Excess Period** means the number of consecutive days that no Weekly Benefit is payable following the Temporary Total Disablement for which treatment is received from a Medical Practitioner

**Inception Date** means 4pm on the From date shown in Your Policy Schedule.

**Insurance Premium Tax** means all Taxes payable to the Government at the rate applicable from time to time.

**The Insured** means the club, association, company or individual specified in The Schedule.

**Insured Person** means, any member of The Insured, or any other person actively engaged in and appropriately registered for the purpose of playing the Sport of The Insured. This includes any officials and/or co-opted volunteers acting for and on behalf of The Insured.

**Maximum Benefit Period** means the total period for which Weekly Benefits will be payable under this Policy in respect of all Temporary Total Disablement.

**Medical Practitioner** means a duly qualified and registered Medical Practitioner who is not related to You, or the Insured Person to whom the Bodily Injury has occurred, by blood or marriage.

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**Words with special meanings (cont)**

**Medical Expenses** means any reasonable expense incurred by You from a Medical Practitioner where the expense is directly as a result of a Bodily Injury received whilst playing the Sport nominated in The Schedule. This does not include any amount to which a Medicare rebate shall apply or that is payable from any other source.

**Net Income Lost** means:

For an Insured Person who is a salaried employee, their gross weekly rate of pay prior to deduction of income tax earned from personal exertion excluding bonuses, commission, overtime or allowances averaged over the 12 months prior to the Bodily Injury or averaged over a shorter period if the Insured Person has been in that role for less than 12 months;

For an Insured Person on a Total Employment Cost (TEC) basis, the average gross weekly value of the package including but not limited to items such as wages, vehicle costs subscriptions, fees and travel allowances before income tax but excluding bonuses, commission, overtime or other allowances;

For a self employed Insured Person, the gross weekly income earned from personal exertion after the deduction of all expenses necessarily incurred in earning that income, averaged over the 12 months prior to the Bodily Injury or averaged over a shorter period if the Insured Person has been in that role for less than 12 months;

In respect of all Insured Persons any amount for which they are entitled to by way of sick leave, payments from any National, State or Territory legislation, including Social Welfare legislation, or any other Policy of insurance shall be deducted from the amount so calculated.

**Normal Place of Residence** means the place in which the Insured Person currently lives and has been resident for the past 3 consecutive months or intends to be resident for at least 3 months.

**Occupation** means the Insured Person's usual employment, profession or occupation.

**Premium** means the amount payable by You to Us as specified in the Policy Schedule.

**Scope of Cover** means:

- a. Playing in official matches under the auspices of The Insured.
- b. Engaged in organised training or practice (including practice matches) for the Sport as noted in The Schedule.
- c. Traveling directly to or from or between activities described in [a] or [b] above and the Insured Person's Normal Place of Residence or place of employment. Any amount payable under Section 4.1 Capital Benefit shall be limited to 20% of the applicable Benefit.
- d. Staying away from the Insured Person's home district including overseas travel during a tour for the purpose of participating in representative matches and/or any other games duly authorised by The Insured.
- e. Actually engaged in administrative or organised social activities of The Insured.

**Temporary Total Disablement** means disablement which entirely prevents the Insured Person from performing each and every duty of their Occupation.

**We, Us, and Our** means Sportscover Australia Pty Ltd under an authority from The Insurer.

**You, Your, Policyholder** means The Insured named in the Policy Schedule.

**War**, shall mean undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.

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## **General Conditions**

Any fraud, mis-statement or concealment, either in the proposal or in relation to any other matter affecting this Insurance, shall entitle Us to render this Insurance null and void and any monies which have been paid by Us to You or an Insured Person must be repaid in full immediately.

Australian law allows the parties to choose the law applicable to this Policy. This Policy will be governed by and construed in accordance with Australian Law. We and the Policyholder agree to submit to the exclusive jurisdiction of the Australian Courts.

An Insured Person must be a permanent resident of Australia, unless specifically declared to and agreed in writing by Us.



## Policy Benefits

### 4.1 Capital Benefits

Bodily Injury sustained by an Insured Person during the Scope of Cover which within twelve calendar months results in:-

The benefits payable will be the following percentage of the Capital Benefit specified in The Schedule.

#### Event

|           |   |  |  |
|-----------|---|--|--|
| <b>1</b>  | Death (limited to 20% of the Capital Benefit in The Schedule for Insured Persons under 18 years of age) |  | 100%   |
| <b>2</b>  | Permanent Quadriplegia  |  | 100%   |
| <b>3</b>  | Permanent Paraplegia  |  | 100%   |
| <b>4</b>  | Permanent total loss of sight   | two eyes<br>one eye  | 100%<br>50%                                  |
| <b>5</b>  | Permanent total loss of hearing   | two ears<br>one ear  | 75%<br>25%                                   |
| <b>6</b>  | Permanent total loss of use of  | two arms<br>one arm  | 75%<br>35%                                   |
| <b>7</b>  | Permanent total loss of use of  | two legs<br>one leg  | 75%<br>35%                                   |
| <b>8</b>  | Permanent total loss of use of  | two+ fingers<br>two fingers<br>one finger<br>one thumb   | 40%<br>14%<br>4%<br>5%                       |
| <b>9</b>  | Permanent total loss of use of  | two+ toes<br>two toes<br>one toe   | 40%<br>14%<br>4%                             |
| <b>10</b> | Permanent total loss of   | two kidneys<br>one kidney<br>spleen<br>liver<br>two testicles<br>one testicle<br>sexual function | 75%<br>30%<br>25%<br>70%<br>40%<br>6%<br>45% |
| <b>11</b> | Total & permanent   | Disfigurement<br>shortening of leg   | up to 45%<br>7%                              |

For the purposes of this Event 11 only, Disfigurement means disfigurement that extends to more than 20% of the entire external body. The total percentage paid to be at Our sole and absolute discretion.

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### ***Capital Benefits – (cont)***

- |            |  |           |
|------------|--|-----------|
| <b>12</b>  | Any permanent total disability or permanent total loss of use of any body part not shown above will be compensated at a percentage of the Capital Benefit as determined at the sole and absolute discretion of the underwriters. Such determination will not be inconsistent with the benefits provided under Events 4-11 inclusive. | up to 90% |
| <b>13</b>  | Becoming HIV positive but cover for this Event is only provided if the infection was as a direct result of playing or participating in the Sport nominated in The Schedule.  | 10%       |
| <b>14.</b> | Actual Non Medicare Medical Expenses incurred following Accidental miscarriage or premature child birth up to max 26 weeks of pregnancy.   | up to 5%  |

Cover for this Event is only provided if the miscarriage or childbirth was as a direct result of playing or participating in the Sport nominated in The Schedule

Event 14 is subject to deduction of the Excess specified in The Schedule for Medical Benefits

## **4.2 Medical Benefits**

*(If noted in The Schedule that You have purchased this Section)*

### **4.2.1 Non Medicare Benefits**

If, during the Scope of Cover, an Insured Person suffers Bodily Injury which within twelve calendar months results in:

- Private Hospital Accommodation
- Ambulance Transport Cost
- Chiropractic
- Dental Services (to sound whole teeth only)
- Ancillary Medical Procedures
- Theatre Fees in Private Hospital where Medicare does not apply
- Orthotics, Splints and Prosthesis where an Insured Person's Medical Practitioner considers them medically necessary for the treatment of the Bodily Injury

We will pay for the Non Medicare Medical Expenses incurred subject to the percentage and maximum sum insured as noted in The Schedule

This benefit covers only expenses that are not covered by the Medicare Act 1983. Further, it only applies to the difference between any private health insurance rebate to which an Insured Person may be entitled and the actual cost incurred by the Insured Person.

This benefit is subject to deduction of the Excess specified in The Schedule and a maximum payment per claim as specified in The Schedule.

In the event an Insured Person suffers Bodily Injury more than 200 kilometres from their Normal Place of Residence and are hospitalized for 3 days or more at that location We will pay up to \$2,000 toward the cost of repatriation to a medical facility of the Insured Person's choice within 20 kilometres of their Normal Place of Residence in addition to expenses incurred under Section 4.2.1.

#### **4.2.2 Physiotherapy Benefits**

If, during the Scope of Cover, an Insured Person suffers Bodily Injury which within twelve calendar months results in physiotherapy treatment required and provided by a suitably qualified physiotherapist We will pay the following:

|                  |  |
|------------------|--|
| Visits 1 to 5    | 95% (of the fee charged less rebates from other sources) |
| Visits 6 to 10   | 80% (of the fee charged less rebates from other sources) |
| All other visits | 75%  |

This benefit is subject to the maximum payment per claim and the application of the Excess specified in The Schedule

#### **4.3. Weekly Benefits**

*(If noted in The Schedule that You have purchased this Section)*

##### **4.3.1. Loss of Income Benefit – Income Earners**

If an Insured Person who earns income via personal exertion suffers Bodily Injury during the Scope of Cover resulting in Temporary Total Disablement We shall pay the percentage noted in The Schedule of the Insured Person's Net Income Lost or the amount specified for this benefit in The Schedule, whichever is the lesser. Cover is only provided if the Insured Person was engaged full time in their Occupation up to the time of the Bodily Injury. An Insured Person's entitlement to benefits under this Section does not commence until after the expiry of the Excess Period specified in The Schedule.

##### **4.3.2. Student Allowance – Non Income Earners**

If an Insured Person, who does not earn income but is a full time student at an accredited institution of higher learning, suffers Bodily Injury We shall pay up to 100% of the actual cost of Home Tutorial Expenses certified as necessary by the attending Medical Practitioner subject to a maximum of \$200 per week for each week of Temporary Total Disablement. An Insured Person's entitlement to benefits under this Section does not commence until after the expiry of the Excess Period specified in The Schedule.

For the purposes of 4.3.2 only Home Tutorial Expenses is defined as costs incurred for a tutor or tutors to attend the Insured Person's Normal Place of Residence to continue the studies that the Insured Person has been completing in the 12 months prior to the date of the Bodily Injury.

##### **4.3.3. Domestic Home Help – Non Income Earners**

If an Insured Person who does not earn income suffers Bodily Injury We shall pay up to 100% of the actual cost of domestic home help certified as necessary by the attending Medical Practitioner subject to a maximum of \$200 per week for each week of Temporary Total Disablement. An Insured Person's entitlement to benefits under this Section does not commence until after the expiry of the Excess Period specified in The Schedule.

Benefits will only be payable under one of the Sub Sections within Section 4.3 for each occurrence of Bodily Injury.

All Benefits payable under Section 4.3 are subject to the Maximum Benefit Period noted in The Schedule.

## **4.4 Other Benefits**

### **4.4.1 Injury Assistance and Parents Inconvenience Benefit**

We will reimburse an Insured Person for non medical expenses incurred directly relating to the Bodily Injury. We will not pay more than the maximum limit specified in The Schedule for this benefit.

For the purposes of 4.4.1 only, non medical expenses includes items such as transportation and accommodation costs certified as necessary by the Insured Person's Medical Practitioner. Non medical expenses does not include wages lost by any person.

No compensation shall be payable in respect of 4.4.1 should there be any amount payable under Section 4.3.

### **4.4.2 Rehabilitation Benefit**

We will pay all reasonable costs incurred for the rehabilitation of a Bodily Injury which have been incurred following a referral from a Medical Practitioner to a rehabilitation provider including but not limited to a Gymnasium, Pilates Studio or physical trainer to a maximum amount of \$500.

In addition to this We will pay the expenses incurred for tuition or advice from a licensed vocational school provided such tuition is undertaken with the Company's prior written agreement and deemed required by the Insured Person's regular Medical Practitioner up to a maximum of \$3,000

### **4.4.3 Bed Care Benefit**

In the event an Insured Person is necessarily confined to a bed after a Bodily Injury for a period of not less than 7 days and their confinement is certified as necessary by their attending Medical Practitioner to be under the continuous care of a registered nurse, who is not related to the Insured Person or a member of the Insured Person's family, We will pay the Insured Person \$300 per week up to a maximum of 52 weeks.

For the purposes of this Benefit, We will not pay for any claim whereby the Insured Person is confined to a bed in any institution used as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place for the care of alcohol or drug addicts.

### **4.4.4 Dependant Children's Allowance**

We will pay all reasonable costs incurred by the Dependant Children of an Insured Person as a direct result of the Bodily Injury to the Insured Person whilst the Insured Person is under going treatment for a Bodily Injury covered under this Policy to a maximum amount of \$500

For the purposes of 4.4.4 Dependant Children means the unmarried children under the age of 19 who are still living at home, or under 25 years of age and engaged as a full time student at an accredited institution of higher learning, and are entirely dependant on the Insured Person at the time of the loss. Dependant Children extends to include step or legally adopted children.

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***Other Benefits – (cont)***

**4.4.5 Home Renovation Benefit**

If, as a direct result of Bodily Injury, an Insured Person has a valid claim under Events 2 to 7 of 4.1 Capital Benefits, and the Insured Person is required to renovate his or her Normal Place of Residence, for the purpose of normal daily living (ie washing, cooking, bathing and dressing) We shall pay 80% of costs incurred for the installation of necessary items including but not limited to ramps, guide rails, alarm systems and similar household aids, up to a maximum of \$10,000

**4.4.6 Funeral Expenses Benefit**

If, as a direct result of Bodily Injury, an Insured Person suffers Event 1 of Section 4.1, We will pay an amount not exceeding \$5,000 in respect of the Insured Person's funeral expenses upon receipt of verifiable accounts and/or receipts.

**4.4.7 In Memoriam Benefit**

If, as a direct result of Bodily Injury, an Insured Person suffers Event 1 of Section 4.1 Capital Benefit We will pay to The Insured all reasonable costs associated with the proper observance of the passing of a club member to a maximum of \$1,000.

**4.4.8 Kidnapping Benefit**

If an Insured Person is kidnapped during the Scope of Cover, We will pay 10% of the Capital Benefit listed in The Schedule.

**4.4.9 Membership Benefit**

If, following a Bodily Injury, an Insured Person is deemed by their attending Medical Practitioner unable to participate in the playing of the Sport noted in The Schedule, for the remainder of the season, We will pay a pro rata amount of the annual club membership/registration fee for the period from the date of the Bodily Injury until the end of the season that the Bodily Injury occurred in up to a maximum of \$500.

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## **Cancellation**

We may cancel this Policy in accordance with the Insurance Contracts Act (1984) as amended. We will return a ratable proportion of any Premium paid by You in respect of any unexpired cover (if any).

You may cancel this Policy within fourteen (14) days after the Inception Date by writing to Us and We will refund any Premium and Insurance Premium Tax that may have been collected provided that no claim has been notified to Us. If You do not do so You will be deemed to have accepted this Policy and to have agreed to be bound by its terms and conditions.

Thereafter, You have the right to cancel this Policy at any time by giving Us Written notice at Our Registered Office. Cancellation will be effective upon receipt of the Written notice by Us. We will return a ratable proportion, based on a seasonal basis, of any Premium paid by You in respect of any unexpired cover (if any), provided that no claim has been notified to Us.

## **What We will not pay for**

We will not pay any claim under any Section of this Policy that arises directly or indirectly out of the following:

- 6.1.** Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), or Your or the Insured Person's own criminal act, or the Insured Person being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of Bodily Injury).
- 6.2.** the Insured Person engaging in or taking part in any Sport/s other than the Sport/s nominated in The Schedule.
- 6.3.** the Insured Person taking part in hazardous and/or dangerous pursuits or pastimes and/or Sports not declared to Us, or engaging in naval, or military and air force services or operations.
- 6.4.** War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, riots, strikes, civil commotion, rebellion, insurrection, or military or usurped power. This exclusion includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory. The word "War" includes undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.
- 6.5.** Death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Furthermore this Policy also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

- 6.6.** Any pre-existing defect, infirmity or sickness the Insured Person suffered from at the time of the Accident.

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***What We will not pay for – (cont)***

- 6.7.** Pregnancy or related complications, in either case, unless accelerated by accidental injury as per Section 4.1, Event 14.
- 6.8.** the Insured Person engaging in any aerial activity except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
- 6.9.** All claims arising out of the Insured Person's failure to seek or follow medical advice.
- 6.10.** Human Immunodeficiency Virus (HIV) howsoever this syndrome has been acquired or may be named. However this does not apply to the extent cover is provided in Section 4.1, Event 13.
- 6.11.** Ionising radiation or radioactive contamination.
- 6.12.** Contracting a sexually transmitted disease, abortion or infertility treatment and also medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments.
- 6.13.** Any medical or surgical procedure performed on the Insured Person for any gradually developing bodily deterioration whatever the cause of that deterioration.
- 6.14.** Sickness, disease or disorder of any kind.
- 6.15.** Costs incurred for preventative measures rather than for the treatment of a Bodily Injury.

**Claim Conditions**

- 7.1.** Written notice must be given to Us within thirty (30) days (or as soon as reasonably thereafter) of becoming aware of any Accident which causes or may cause Disablement within the meaning of this Policy of Insurance and, if applicable, You must as early as possible, place Yourself under the care of a duly qualified Medical Practitioner.
- 7.2.** Written notice must be given to Us as soon as reasonably practicable in the event of the death of an Insured Person resulting or alleged to result from an Accident.
- 7.3.** No claim will be accepted under this Policy by Us until We have received a completed claim form together with satisfactory medical evidence, proof of age and Occupation, employer's certificates and such other documents We may reasonably require.
- 7.4.** If the consequence of an Accident shall be aggravated by any condition of physical disability that You had which existed before the Accident occurred, the amount of any compensation payable under this Policy in respect of the consequences of the Accident shall be the amount which it is reasonably considered could have been payable if such consequences had not been so aggravated.
- 7.5.** In event of a claim under this Policy, You shall allow all medical records, notes and correspondence referring to the claim or related pre-existing conditions to be made available on request, in accordance with all statutory provisions relating to access medical records, to the medical adviser appointed by Us or on Our behalf (at Our own expense) and such medical adviser shall be allowed, so often as may be deemed necessary, to make an examination of You.

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***Claim Conditions – (cont)***

- 7.6.** Once We have accepted the claim for Disablement, We will pay benefits as follows:

In respect of Medical Benefits; at the completion of Your treatment up to a maximum of 12 months from the date Bodily Injury occurred.

In respect of Weekly Benefits; upon receipt of satisfactory evidence from the Insured Person's Medical Practitioner confirming Temporary Total Disablement, We will pay monthly in arrears.

- 7.7.** All Temporary Disablement benefits shall cease on the Insured Person's death.
- 7.8.** The amount of any Weekly Benefit payable under 4.3.1 will be reduced by the amount of any periodic compensation benefits payable under any other insurance policy or by The Insured Person's employer or from any other source so that the total amount of any such benefits and the Weekly Benefit payable under this Policy shall not exceed the percentage nominated in The Schedule of The Insured Person's Net Income Lost.
- 7.9.** Odd days of benefit will be payable at one seventh of the Weekly Benefit. Weekly Benefits will only be payable in respect of complete days of Disablement.
- 7.10.** During the currency of the claim You must continue to pay any relevant Premiums and Insurance Premium Tax as originally stated in the Policy Schedule if and when they fall due.
- 7.11.** Benefits shall NOT be payable for more than one of the Events in the "Policy Benefits Sections 4.1 and 4.3" in respect of the same Bodily Injury.
- 7.12.** Benefits payable for "Policy benefits Section 4.1" shall be reduced by any sum already paid under Sections 4.2, 4.3, and 4.4.1 in respect of the same Bodily Injury. After the happening of any one of Events in Section 4.1 there shall thereafter be NO further liability under Section 4.1 in respect of the same Insured Person.
- 7.13.** Benefits shall NOT be payable under more than one of the events for disablement resulting from any further Bodily Injury whilst there is an existing entitlement for Benefits.
- 7.14.** Benefits shall NOT be payable unless You shall as soon as possible after the happening of any occurrence obtain and follow proper medical advice from a legally qualified Medical Practitioner.
- 7.15.** Benefits shall NOT be payable for any period after the Insured Person has resumed playing or training for the Sport nominated in The Schedule except for subsequent unrelated Bodily Injuries.
- 7.16.** Benefits shall NOT be payable for that part of the benefit payable under Net Income Lost for which other loss of income benefits can be claimed.
- 7.17.** We will, at Our own expense, have the right and opportunity to examine the Insured Person when and as often as We may reasonably require during the period of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.



## Claims Procedure

- 8.1.** If You or an Insured Person wishes to make a claim, either contact the Intermediary who arranged this Insurance for You or contact Sportscover (as per the address below). When submitting the claim form You must give Your Policy reference. Please note that if medical treatment has been received You or the Insured Person must obtain medical certificates showing the nature of the Bodily Injury. All circumstances that are likely to give rise to a claim under this Insurance should be notified within thirty (30) days after the occurrence (or as soon as reasonably practicable thereafter).

**SPORTSCOVER AUSTRALIA Pty Ltd** A.C.N. 006 637 903 AFS Licence No 230914  
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Email: [info@sportscover.com](mailto:info@sportscover.com)

Website: [www.sportscover.com](http://www.sportscover.com)

Claims Hotline (Australia only) – 1300 134 956



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Contact Officer: Lauren Roy  
Contact Phone: 03 9290 1823

9 September 2009

Mr Murray Anderson  
Chief Executive Officer  
Sportscover Australia Pty Ltd  
Locked Bag 6003  
Wheelers Hill VIC 3150

Dear Mr Anderson

**Re: exclusive dealing notification lodged by Ice Hockey Australia**

I refer to the above exclusive dealing notification lodged by Ice Hockey Australia (IHA) on 27 July 2009. Attached is a summary of the exclusive dealing notification process including how to make a submission to the ACCC.

This notification relates to IHA's proposal to sanction, through suspension or expulsion, any member of IHA who has participated or is participating in a non-sanctioned Australian or international ice hockey game or league.

**Request for additional information**

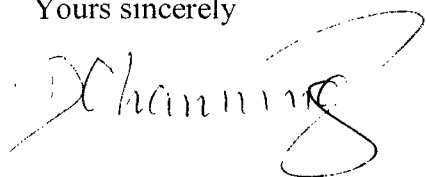
To assist the ACCC in its assessment of the notification, it would be useful if you could address the following questions regarding IHA's insurance policy:

1. As noted above, IHA is proposing to sanction any member who participates in a non-sanctioned game or league. Is it necessary for IHA to have this policy in order to obtain insurance from Sportscover?
2. If IHA did not have a policy that provided for the suspension or expulsion of members in the event they participated in non-sanctioned games and leagues, would this affect their current insurance policy? If so, please explain how the policy would be affected, for example, would it lead to higher insurance premiums.

I would appreciate a response to these questions by **Wednesday 23 September 2009**.

Should you wish to discuss any aspect of this matter, please do not hesitate to contact Lauren Roy on (03) 9290 1823.

Yours sincerely

A handwritten signature in cursive script, appearing to read 'Darrell Channing', with a large, sweeping flourish at the end.

Darrell Channing  
Director  
Adjudication Branch