



# Sports Underwriting Australia

Product Disclosure Statement & Policy Wording

Sports Group Personal Accident

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Product Disclosure Statement & Policy Wording

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## Part A: Product Disclosure Statement

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### Product Disclosure Statement - What's its Purpose?

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This booklet contains a Product Disclosure Statement (PDS) for this Policy. A PDS is a document required by the Corporations Act.

This Policy is a group Policy. This means that although it is issued to you, it provides cover to a number of beneficiaries. These beneficiaries are called Insured Persons. This PDS differentiates between you and Insured Persons.

The purpose of this PDS is to help you understand the cover offered to Insured Persons 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.

This document also applies for any offer of renewal we may make, unless we tell you otherwise.

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

Preparation date: September 2015 (ref SUAGPA 0915)

### Updating the PDS

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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

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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](http://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](http://www.gla.com.au)

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

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

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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

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## Part A: Product Disclosure Statement (cont'd)

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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?

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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.

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.

### What is Group Personal Accident and Illness Insurance?

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This Policy is designed to provide Insured Persons with certain benefits. For example, if an Insured Person suffers an Injury as a result of an accident that prevents the Insured Person from working in their Occupation, we will pay the Insured Person a Weekly Benefit calculated in accordance with the Policy and the limits set out in the Schedule.

### Cover

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The cover provides certain benefits to Insured Persons for death, injury or disability caused by an injury happening during certain sporting events arranged by you or your sporting association. For an Injury to be covered it must occur when Insured Persons are:

- i. taking part in a competition, game or performance; or
- ii. attending a social function or training session; or
- iii. travelling to or from a competition, game, performance, social function, training session or administrative activity; or
- iv. staying away from their usual place of residence overnight in order to take part in a competition, game, performance, social function, training session or administrative activities; engaging in administrative activities.

## Part A: Product Disclosure Statement (cont'd)

### Capital Benefits

Death and Disability Benefits are paid in accordance with the Capital Benefits Table. We recommend you look at the Capital Benefits Table to see what benefit is payable for what type of disablement or Injury. The percentages in the Table represent a percentage of the total Capital Benefit insured which is shown in your Schedule.

### Weekly Benefits

The following table sets out a summary of the Weekly Benefits available as a result of a covered Injury. Please read the Policy Wording for a full description of the types of Weekly Benefits available.

The amount paid, any Excess or waiting period might vary for each Weekly Benefit but will be shown in the Schedule. The maximum period for which a Weekly Benefit will be paid is also shown in the Schedule.

<b>Loss of Earnings Weekly Benefit</b>	Up to 80% of the Insured Person's earnings, if the Insured Person is prevented from working in their Occupation up to the maximum period shown in the Schedule.
<b>Student Assistance Weekly Benefit</b>	Student help expenses if the Injury stops the Insured Person from going to their usual place of learning.
<b>Home Help Weekly Benefit</b>	Home help provided by a recognised agency.

### Additional Benefits

The following table sets out a summary of the main additional benefits available as a result of a covered Injury. Please read the Policy Wording for a full description of the Benefits and when they may apply.

The amount paid, any excess or waiting period might vary for each additional Benefit but will be shown in the Schedule. The maximum period for which a Benefit will be paid is also shown in the Schedule.

<b>Parents' Convenience</b>	Up to the Daily Benefit for reasonable costs incurred by the Parents of an Insured Person who is a full time student whilst their child is undergoing medical treatment.
<b>Non Medicare Medical</b>	80% of the medical expenses not covered by Medicare up to the maximum Benefit shown in the Schedule.
<b>Funeral Expenses</b>	Up to the Benefit shown in the Schedule for Funeral Expenses.

This is a summary of the Benefits available under this Policy and does not form part of the Policy. Please read the Policy to ensure that its Benefits match your expectations. The Insured Persons are unable to choose what level of cover they have under this Policy. The Insured Persons are also unable to elect whether or not they are covered under this Policy. Please note that this Policy does not provide benefits to you, only Insured Persons.

### Not Everything is Covered

Not everything is covered by the Policy - there are limitations. It is important that you read the Policy carefully to understand the extent of cover and its limitations. For example:

We will not pay for any Injury directly or indirectly caused by:

- mental or nervous disorders;
- certain medical conditions including HIV, AIDS, any sexually transmitted disease and, in some circumstances, hernias;
- fraudulent claims;
- engaging in certain physical activities, including winter sports, hang gliding and professional sports;
- drink driving;
- use of alcohol or drugs; or
- intentional self-injury or suicide.

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## Part A: Product Disclosure Statement (cont'd)

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Even in instances where this Policy will provide the cover required by you, the cover may not be adequate because:

- the level of Benefits which you have selected is less than what the Insured Persons actually require;
- an Insured Person's claim is made outside the period of insurance;
- the application of an Excess means that the Benefit an Insured Person receives is less than you expect;
- the Insured Person's Injury does not result in a Permanent condition within 12 months of the Injury;
- the Insured Person's Injury prevents the Insured Person from working in the Insured Person's Occupation more than 12 months after the date of their Injury;
- where one event involves more than one Insured Person, we only pay up to a certain amount. This may not be adequate for an Insured Person's needs;
- we only provide Benefits for an Injury 12 months after an Insured Person suffers a Permanent condition because of an Injury;
- we will only pay for one Injury at any one time; and
- we take into account an Insured Person's employment entitlements, such as sick leave, when calculating an Insured Person's Benefits under the Policy.

If you or Insured Persons do not comply with the Policy terms and conditions, for example, the Duty of Disclosure, we can refuse to pay part or all of a claim.

### Your Duty of Disclosure

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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 Personal Accident and Illness Insurance?

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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 Person's age;
- the level of cover you elect;

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## Part A: Product Disclosure Statement (cont'd)

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- 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

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You or Insured Persons are not required to pay an amount in the event of a claim. However, Insured Persons may be prevented from making a claim for a period of time after taking out this Policy. This is called an Excess. During this time, you may still be required to pay a Premium. The Excess is specified in the Schedule.

### How to Make a Claim

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

### Important Information

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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 this document 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 endorsement.

### We Respect Your and the Insured Persons' Privacy

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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](http://www.munichre.com/io/gla/en/privacy_statement.aspx) and SUA Privacy Policy and Privacy Statement at [www.sportsunderwriting.com.au/documents.html](http://www.sportsunderwriting.com.au/documents.html)

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## Part A: Product Disclosure Statement (cont'd)

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### Cooling-off period

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

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

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

### General Insurance Code of Practice

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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](http://www.codeofpractice.com.au)

### Financial Claims Scheme

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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](http://www.apra.gov.au) and the APRA hotline on 1300 55 88 49.

### Dispute Resolution Process

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If you are not satisfied with our service please tell us so we can help. We will address complaints in accordance with 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](mailto:info@sportsunderwriting.com.au)

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

#### Step 2: Internal Dispute Resolution

If you are not satisfied with our response you may refer it in writing to our Internal Dispute Resolution panel, which is independent of the original complaint review.

E-mail: [disputes@gla.com.au](mailto: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](mailto:info@fos.org.au)

**Website:** [www.fos.org.au](http://www.fos.org.au)

#### 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 Persons' 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 their accountant or tax professional.



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## Part B: Policy Wording

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### Our Agreement with You

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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.

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## General Conditions

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### Alteration of Risk

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**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

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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 and any taxes and duties that we cannot recover.

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

### Provisions and Definitions

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

### Jurisdiction

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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.

### How We Will Communicate

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All communications **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 to **you** at the address specified in the **Schedule** 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

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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.

### Other Insurance

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**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**.

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## General Conditions (cont'd)

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### Paying by Instalments

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If **you** are paying the whole or part of the **Premium** by instalments, and one instalment of **Premium** remains unpaid for at least 14 days, **we** may refuse to pay a claim altogether.

If one instalment of **Premium** is unpaid for at least one month, **we** may cancel the **Policy**.

If a claim under the **Policy** requires a **Weekly Benefit** or **Capital Benefit** to be paid, then the balance of the **Premium** will be deducted from the amount of the claim paid.

### Interpretation

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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. Any amounts shown on the Policy are in Australian dollars.

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## Definitions

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**Accident** means a sudden, unexpected or unforeseen specific event which occurs at a definable time and place and as a direct result of participation in the sport noted on the **Schedule**.

**Aggregate Limit of Liability** means the maximum amount **we** will pay for any one insured event involving more than one **Insured Person**. 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 **Insured Person's Benefit** proportionately so **we** do not pay more than the **Aggregate Limit of Liability**.

**Benefit** means any benefit paid under this **Policy**.

**Earnings** means:

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

### Severability

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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.

### Claim Payments

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In the event of the death of the **Insured Person**, **we** will make the claim payment to the **Insured**. For all other **Benefits**, **we** will make the claim payment to the **Insured Person** who suffers the **Injury**.

- averaged over the twelve (12) months prior to **Injury** or over any shorter period that the **Insured Person** has been continuously employed.

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

**Excess** means the waiting period specified in the **Schedule** plus any period of time before seeking medical advice.

**Illness** means any sickness, disease, defect or disorder, regardless of whether the **Insured Person** has previously sought medical advice or not.

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

- which is not an **Illness**; and
- which occurs while this **Policy** is in force; and
- includes any condition resulting from exposure to the elements as a result of bodily injury; and
- which occurs while an **Insured Person** is:
  - i. taking part in a competition, game or performance; or
  - ii. attending a social function or training session; or
  - iii. travelling to or from a competition, game, performance, social function, training session or

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## Definitions (cont'd)

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administrative activity; or

- iv. staying away from their usual place of residence overnight in order to take part in a competition, game, performance, social function, training session or administrative activities; or
- v. engaging in administrative activities.

Provided that (i) to (v) above occurs in relation to activities promoted, arranged or sponsored by the **Insured**.

**Insured** means:

the sporting club and/or member club of the sporting association noted in the **Schedule** as the **Insured**.

**Insured Person** means:

- a) any director, executive officer, committee member, office holder of the **Insured** but only while acting within the scope of their duties in that capacity;
- b) any member or voluntary worker of the **Insured**. Any such member or voluntary worker will only be entitled to indemnity to the extent that the member or voluntary worker is not entitled to indemnity under any other insurance policy;
- c) players, coaches, managers, referees, team workers, trainers, officials and other personnel who are actively engaged in and appropriately registered for the purpose of participating in the sport named in the **Schedule**.

**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 the **Insured Person's** usual occupation, business, trade or profession.

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

**Policy** means this document, the **Schedule** and the Proposal and any other document we tell you form part of the Policy (such as endorsements and Supplementary PDSs).

**Pre-existing Injury** means any pre-existing medical condition regardless of whether **Insured Person** has previously sought medical advice or not.

**Premium** means the amount that **we** charge **you** for the **Policy**, including any statutory charges such as GST and Stamp Duty.

**Proposal** means the form completed by **you** or on **your** behalf and any other information given to **us** when applying for this **Policy**.

**Professional Sports** means sports which are an **Insured Person's Occupation** or from which an **Insured Person** earns all of their income.

**Schedule** means the most recent **Schedule** issued by **us** which shows **your Policy** number, the **Premium**, the cover selected by **you**, and any special provisions, limits or endorsements.

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

**Temporary Total Disablement** means disablement which entirely prevents the **Insured Person** from attending to his or her **Occupation**.

**You/your** means the **Insured**.

**We/our/us** means the insurer, Great Lakes Reinsurance (UK) PLC (ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603) acting through its agent Sports Underwriting Australia Pty Ltd.

**Weekly Benefit** means the amount shown in **your Schedule** as the Loss of Income Weekly Benefit, Student Help Weekly Benefit or Home Help Weekly Benefit applying to this **Policy**.

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## Exclusions

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### Exclusions Applying to All Sections

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#### 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 the **Insured Person** is participating; or
- criminal acts or criminal activity.

#### War/Terrorism

**We** will not pay for any **Injury** 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 or radioactive contamination; 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.

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.

#### Fraudulent Claims

**We** will not pay if **you** or an **Insured Person**, or anyone acting on **your / Insured Person's** behalf or with **your / Insured Person's** 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.

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

- a) the **Insured Person** engaging in or taking part in any of the following sporting activities:
  - i. winter sports outside Australia or New Zealand
  - ii. hang-gliding, parachuting or para-gliding;
  - iii. **Professional Sports** 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 the **Insured Person's** breath or blood in excess of that permitted by law;
- e) the **Insured Person** 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 the **Insured Person**;
- 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 the **Insured Person** knew about or ought reasonably have known about;
- i) for **Weekly Benefits** only, any loss greater than 80% of the **Insured Person's Earnings**;
- j) the **Insured Person** engaging or taking part in any sport other than the sport shown on the **Schedule**;
- k) pregnancy;
- l) the **Insured Person's** failure to follow the advice of a medical practitioner;
- m) sickness, disease or disorder or any other kind of medical condition.

**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.

## 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.

### Limitations

- 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, the **Insured Person** 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 **Insured Person** 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 **Insured Person's** benefit proportionately;
- the **Insured Person** can only claim one **Capital Benefit** for any one condition;
- the maximum amount **we** will pay for an **Injury** resulting from an **Insured Person** travelling to or from a competition, game, performance, social function, training session or administrative activity is 20% of the Benefit Percentage listed in the "Capital Benefit Schedule".

## Capital Benefit Schedule

### The Condition

The Condition	Benefit Percentage
1. <b>Death and Permanent</b> total disablement _____	100%
2. <b>Death</b> of person under eighteen (18) years _____	20%
3. <b>Permanent</b> paralysis of all limbs _____	100%
4. <b>Permanent</b> loss of use of two limbs _____	100%
5. <b>Permanent</b> loss of use of one limb _____	60%
6. <b>Permanent</b> total loss of sight _____	100%
7. <b>Permanent</b> total loss of sight in a remaining eye _____	100%
8. <b>Permanent</b> total loss of sight or the lens in one eye _____	50%
9. <b>Permanent</b> total loss of hearing _____	75%
10. <b>Permanent</b> total loss of hearing in one ear _____	25%
11. <b>Permanent</b> 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. <b>Permanent</b> disfigurement to 100% of the surface of the head and neck _____	50%
19. <b>Permanent</b> disfigurement to 100% of the surface of the remainder of the body _____	25%
20. <b>Permanent</b> total loss of use of a thumb and all fingers on one hand _____	50%
21. <b>Permanent</b> total loss of use of all the fingers on one hand _____	40%
22. <b>Permanent</b> total loss of use of a thumb _____	30%
23. <b>Permanent</b> total loss of use of one joint of a thumb _____	15%
24. <b>Permanent</b> total loss of use of a finger _____	10%
25. <b>Permanent</b> total loss of use of two joints of a finger _____	7.5%
26. <b>Permanent</b> total loss of use of one joint of a finger _____	5%
27. <b>Permanent</b> total loss of use of a foot _____	5%
28. <b>Permanent</b> total loss of use of a big toe _____	5%
29. <b>Permanent</b> total loss of use of one joint of a big toe _____	3%
30. <b>Permanent</b> 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 <b>Permanent</b> Disability or Disfigurement that is not total or is not listed under Events 8 to 31 above will be paid for in proportion to the degree of <b>Permanent</b> Disability as compared with the cases as listed above without taking into account the <b>Occupation</b> of the <b>Insured Person</b> .	

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## Capital Benefits (cont'd)

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### Disappearance clause

If the **Insured Person** 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 the **Insured Person** has died as a result of **Injury** and will pay the death benefit accordingly.

If the **Insured Person** is later found to be alive, then **you** must repay the amount **we** have paid.

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## Weekly Benefit

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**We** will pay **Weekly Benefits** under only one of the following types of weekly benefits:

- a) Loss of Earnings;
- b) Student Help;
- c) Home Help;

during the period of insurance.

### Loss of Earnings Weekly Benefit

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1. If because of **Injury** the **Insured Person** is prevented from working in their **Occupation** within twelve (12) months of the **Injury**, **we** will after that period and after the application of the **Excess**, pay the lesser

of the **Earnings** the **Insured Person** has lost or the **Weekly Benefit** shown in the **Schedule** for Loss of Earnings.

2. **We** will reduce **our** payment for any **Weekly Benefit** for Loss of Earnings by the necessary amount so that it does not exceed 80% of the **Insured Person's Earnings**.
3. **We** will reduce **our** payment for any **Weekly Benefit** for Loss of Earnings by any other weekly benefits the **Insured Person** is entitled to receive for the same Injury for or under:
  - a) any statutory Workers Compensation or transport accident scheme;
  - b) any Economic Bargaining Agreement or similar agreement or arrangement;
  - c) any Workers Compensation legislation;
  - d) all other Workers Compensation legislation carve-out, top up or similar arrangements unless specifically agreed;
  - e) any Sick Leave entitlements the **Insured Person** may have;to ensure that the **Insured Person's** overall income does not exceed 80% of their **Earnings**.

4. **We** will not pay any **Weekly Benefit** for Loss of Earnings:

- a) during the period the **Excess** applies; or
- b) whilst the **Insured Person** is receiving **Weekly Benefits**, the **Insured Person** 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 the **Insured Person** 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 the **Insured Person's** 65th birthday unless expressly stated in the **Schedule**; or
- e) if the **Insured Person** was not engaged in **Full Time employment** up to the time of the **Injury**;

For the purpose of Loss of Earnings Benefit 4e) only, **Full Time employment** means being engaged in permanent work in the **Insured Person's Occupation**, for a minimum of 13 hours per week over the 8 week period immediately prior to the **Injury**.

- f) for **Earnings** derived from sponsorship, promotion or endorsement arrangements.
5. **Injury**  
**We** will only pay **Weekly Benefits** for Loss of Earnings or a **Capital Benefit** not both. If the **Insured Person** elects to receive a **Capital Benefit** **we** will deduct the amount of any **Weekly Benefits** for Loss of Earnings already paid from the **Capital Benefit**.  
  
If the **Insured Person** elects to receive **Weekly Benefits** for Loss of Earnings **we** will deduct the amount of any **Capital Benefit** already paid from the **Weekly Benefits** for Loss of Earnings.
  6. **Recurrent Injury**  
Where the **Insured Person** suffers recurrence of an **Injury**:
    - a) for which the **Insured Person** has claimed **Weekly Benefits** for Loss of Earnings under this or any other **Policy** issued by **us**; and

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## Weekly Benefits (cont'd)

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- b) the **Insured Person** 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 the **Insured Person's** return to work in the **Insured Person's Occupation** and the recurrence;

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

### Student Help Weekly Benefit

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This cover is only available for full time students. **We** will pay up to the **Weekly Benefit** shown in the **Schedule** for Student Help if an **Injury** covered by **your Policy** prevents an **Insured Person** 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 Student Help more than the period shown in **your Schedule** for any one **Injury**;
- b) not pay until the **Insured Person** has seen a registered medical doctor about the disability or injury;
- c) only pay for help that the **Insured Person** reasonably needs for their education;
- d) stop payments once the **Insured Person** can go to their usual place of learning without help.

### Home Help Weekly Benefit

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**We** will only cover home help that is provided by a recognised agency.

**We** will pay the **Insured Person** up to the **Weekly Benefit** for Home Help if an **Injury** covered by this **Policy** stops the **Insured Person** 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 Home Help more than the period shown in the **Schedule** for any one **Injury**;
- b) not pay until the **Insured Person** has seen a registered medical doctor about the **Injury**;
- c) only pay for the home help that the **Insured Person** reasonably needs and incurs to continue to live in their home;
- d) stop payments once the **Insured Person** can care for themselves at home as they could before the **Injury**.

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## Additional Benefits

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### 1. Modification Expenses

If an **Insured Person** 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 the **Insured Person'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 the **Insured Person** where the death is covered by this **Policy**.

### 3. Parents' Inconvenience Allowance

This cover is only available for full time students under 25 years of age.

**We** will pay the custodial parents of an **Insured Person** the **Daily Benefit for Parent's Inconvenience** while the **Insured Person** is in hospital. The payments will be made at the end of each 4 week period. But, **we** will not pay:

- a) unless the **Insured Person** is in hospital because of an **Injury** covered by this **Policy**;
- b) more than the **Benefit** shown in the **Schedule** for any one **Injury**.

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## Additional Benefits (cont'd)

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### 4. Non Medicare Medical Expenses

**We** will pay the percentage of **Medical Expenses** of an **Insured Person** shown in the **Schedule** which arise from an **Injury** covered by this **Policy**. **We** will not pay:

- a) for **Medical Expenses** 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 places 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 Expenses Benefit for any one Injury.

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## Claims Procedures

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In the event of **Injury**, the **Insured Person** 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** must:

- provide details of any other insurance that covers or may cover the same **Injury**;
- provide at **your** 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.

Once **we** have accepted **your** claim, the **Insured Person** will be paid as follows:

- a) in respect of Loss of Earnings, Student Help and Home Help benefits, **we** will pay the **Insured Person** monthly in arrears;
- b) in respect of Non-Medicare Medical Expenses, **we** will pay the **Insured Person** at the completion of their treatment up to a maximum of 12 months from the date of the Injury;
- c) **we** will only pay Loss of Earnings Benefits in respect of complete days of disablement;
- d) Benefits will not be payable for any period after the **Insured Person** has resumed playing or training for the sport noted in the **Schedule**.





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