



April 2015

Sportworx Pty Ltd

Sports Injury Personal Accident policy handbook
16 April 2015 to 16 April 2016

Introduction

This policy handbook has been prepared by Infrasure Pty Ltd to be used as a reference guide and provide general information with regards to the Personal Accident policy which has been effected.

The information set out in this handbook contains a brief description of the insurance, but it should not be treated as a replacement for the policy document. The policy document should be carefully read by the Insured and, in particular, note taken of the description in the policy of the coverage provided as well as the exclusions and policy conditions. These should not in any way be regarded as being fully or minutely described in this handbook.

For convenience this handbook is divided into the following sections:

1. **Insured details**
2. **Policy coverage;**
 - a. Who is covered?
 - b. When is cover provided?
 - c. What is covered?
 - d. How long do you have to report your injury?
3. **How to make a claim**
4. **Important Notices**

It is important that each section be read in full and, if there is any matter on which clarification is required, please contact one of your Service Team members listed in the “Directory” section of this handbook.

Insured Details

THE INSURED:	Sportworx Pty Ltd Sponsorworx Pty Ltd t/as Tag League
DESCRIPTION OF BUSINESS:	Promoters and organisers of Tag League
PERIOD OF INSURANCE:	From: 4.00pm 16 th April 2015 To: 4.00pm 16 th April 2016 Both Local Standard Time at the Insured's head office
THE INSURER:	Sportscover Australia Pty Ltd
POLICY NUMBER:	PMEL99 / 0096775
POLICY WORDING:	Sports Injury (For Sporting Bodies, Association & Clubs) – Player Accident Lloyds Policy Wording reference number 2810.13

Policy Coverage

Who is covered?

Any member of the insured (Sportworx Pty Ltd) or any other person that is registered and actively engaged in one of the nominated sports of the insured. This includes officials, administrators and/or volunteers acting for and on behalf of Sportworx.

The nominated sports include Touch Football, Soccer, Tag League, Netball, Volleyball, Softball and Basketball.

When is cover provided?

Cover is provided to an insured person when they are:

- a) Playing in official matches;
- b) Engaged in organised training or practice (including practice matches);
- c) Travelling *directly* to or from or between activities described in (a) or (b) above and the players normal place of residence or place of employment;
- d) Staying away from the player's home district for the purpose of participating in representative matches and/or any other authorised games;
- e) Participating in administrative or organised social activities.

What cover is provided?

Capital benefits – Death and Permanent Disability

A lump sum benefit is payable in the event of a death or a permanent disability – the capital benefits payable include:

- \$75,000 for a death of an insured person over the age of 18; and
- \$15,000 for a death of an insured person under the age of 18.

Medical benefits – Non-Medicare expenses

Benefit percentage:	85%
Maximum benefit per injury:	\$2,500
Excess	\$50

Up to \$2,500 of cover is provided, subject to deduction of the excess if applicable, for 85% of the below mentioned non-Medicare expenses should an insured person suffer an injury:

- Private hospital accommodation;
- Ambulance transport costs;
- Chiropractic;
- Dental services (to sound whole teeth only);
- Ancillary medical procedures;
- Theatre fee in private hospital where Medicare does not apply;
- Orthotics, splints and prosthesis where medically necessary for the treatment of the injury as advised by a medical practitioner.

Note: Due to Federal Government Legislation (Sec 126, Health Insurance Act 1973), General Insurers are unable to provide benefits on any Medicare related expenses, including gap payments.

If available, an insured person should first claim on their private health insurance and then the above benefits will apply to the difference between any applicable private health insurance rebate which an insured person may be entitled to and the actual cost incurred.

The below example is a case where the insured person suffers an injury that incurs a \$1,000 non-Medicare expense and they first claim on their private health insurance policy which has a 40% rebate and carries an excess of \$60;

Total non-Medicare expense	\$1,000	
Less insured person's private health rebate (40%)	-\$400	
Add private health policy excess	\$60	
<u>Sub-total out of pocket</u>	<u>\$660</u>	
Less Sportscover benefit (85%)	-\$561	(\$660 x 85%)
<u>Total out of pocket</u>	<u>\$99</u>	(\$660 - \$561)

The policy excess is not applicable should the insured person be a member of a private health fund and claim on their private health insurance policy first.

Physiotherapy benefits are calculated as described above however the percentage benefit amounts are slight different as follows:

Visits 1 to 5	95%
Visits 6 to 10	80%
All other visits	75%

How long do you have to report your injury?

All incidences that are likely to give rise to a claim should be notified within 30 days after the occurrence or as soon as reasonably practical.

How to make a claim

Written notification should be provide to Sportworx and Infrasure in the event of any incident which may give rise to a claim within 30 days of the incidence occurring.

Steps to follow in order to make a claim:

1. Complete a Sportscover claim form;
2. Gather all supporting documents and medical evidence including any non-Medicare original medical tax invoices and receipts that have been incurred;
3. Submit the claim for and supporting documents to Sportworx and to Sportscover as per the contact details below:

Email	Fax	Mailing Address	Online
claims@sportscover.com	+61 3 85629111	Claims Department Locked Bag 6003 Wheelers Hill Vic 3150	http://www.sportscover.com/pa_claim_request.asp

Notes when submitting a claim:

- a) A claim cannot be processed if the claim form is incomplete or illegible. To ensure that a claim is processed without delay please ensure all sections on the claim form are fully complete.
- b) Persons required to fully complete the claim form include:
 - Injured insured person
 - A witness of the incident if possible
 - An authorised office bearer of Sportworx
 - Treating doctor or physician.
- c) Claims will only be accepted by Sportscover following the receipt of the completed claim form within the notification period along with any satisfactory medical evidence or other such documents reasonably required. If non-Medicare expenses have already been incurred, please attached the original tax invoice along with a receipt confirming that account has been paid.

Important Notices

General

Many areas of insurance are complex and some implications may not be evident to you. Your Client Servicer will keep you informed, but if at any time you are unsure of any aspect of your insurances, please contact Infrasure Pty Ltd to discuss the matter.

Utmost Good Faith

A contract of insurance is a contract of the utmost good faith. This means that you and the Insurer must act towards each other, in respect of any matter arising under or in relation to the contract, with the utmost good faith. For example:

- you must act with the utmost good faith when submitting any claim to the Insurer
- if you fail to act towards the Insurer with the utmost good faith, it may prejudice the claim; and
- the Insurer must act with the utmost good faith when handling the claim.

Your Duty of Disclosure

You and everyone who is insured under your policy must comply with the duty of disclosure. Make sure you explain the duty to any other insureds you apply on behalf of.

The duty requires you to tell the Insurer certain matters which will help it decide whether to insure you and, if so, on what terms. The duty applies when you first apply for your policy and on any renewal, variation, extension or replacement of the policy. i.e. This is an ongoing responsibility throughout the duration of the policy.

The type of duty that applies can vary according to the type of policy.

If we act on your behalf, to assist us in protecting your interests, it is important that you tell us every matter that *you know or a reasonable person in the circumstances could be expected to know*, is relevant to the Insurer's decision whether to insure you and, if so, on what terms. We will then assist you in determining what needs to be disclosed to the Insurer in order to meet your duty.

If we act on behalf of the Insurer, you need to refer to the policy which will set out the duty that applies.

When you answer any questions asked by the Insurer, you must give honest and complete answers and tell the Insurer, in answer to each question, about every matter that is known to you and which a reasonable person in the circumstances could be expected to have told the Insurer in answer to the question.

Examples of matters that should be disclosed are:

- any claims you have made in recent years for the particular type of insurance;
- refusal by an Insurer to renew your policy;
- any unusual feature of the insured risk that may increase the likelihood of a claim.

If you (or anyone who is insured under the policy) do not comply with the duty, the Insurer may cancel the policy or reduce the amount it pays in the event of a claim. If the failure to comply with the duty is fraudulent, the Insurer may treat the policy as if it never existed and pay nothing.

Material Change of Risk

Many policies require you to notify the Insurer in writing of any material change to the insured risk during the period of insurance. The Insurer can then decide whether to cover the new risk. Some examples of material changes are if you:

- change your profession or occupation;
- acquire or merge with another business;
- commence manufacturing plastics, or commence wood working activity;

- commence manufacturing a new kind of product;
- are unable to pay your debts as they fall due and you enter into an arrangement with your creditors.

If you are in any doubt as to whether the Insurer should be told about any particular change to the insured risk, please ask us.

Interests of Third Parties

Many policies do not cover the interests of third parties (eg co-owners, lessors and mortgagees) whose interest is not noted on the policy. If you require the interest of any third party to be covered, please let us know, so that we can ask the Insurer to note that Party's interest on the policy.

Subcontractors & Consultants

It is advisable to check all insurances held by subcontractors utilised, including Workers Compensation, Public Liability and Professional Indemnity.

Leasing, Hiring and Borrowing Property

When you lease, hire or borrow property, plant or equipment, make sure that the contract clearly identifies who is responsible to insure. This will help avoid arguments after a loss and ensure that any claims are efficiently processed.

Recovery Rights / Hold Harmless / Waiver of Subrogation

Many policies exclude or limit the Insurer's liability if you have entered, or enter, into an agreement that excludes or limits your rights of recovery against third parties whose acts, errors, omissions or other conduct have caused or contributed to your loss or liability. (These are often called "hold harmless" agreements.)

If you have entered, or consider entering, such an agreement, please let us know, so that we can advise you about how the agreement affects, or will affect, your cover.

Average or Co-insurance Clauses (Underinsurance)

Many policies that cover loss of or damage to property contain what is called an "average" or "co-insurance clause" which may reduce the amount of a claim payable under the policy.

Briefly stated, an "average" or "co-insurance" clause provides that where the value declared by the insured or sum insured under the policy is less than the full value of the interest insured, the Insurer is only liable to pay a proportion of the loss or damage, i.e. you are treated as if you self-insured part of the risk.

If your policy contains an "average" or "co-insurance" clause, please read it carefully to see how it affects the amount of cover under the policy.

Areas that are of concern to our clients are the adequacy or otherwise of:

- replacement values for Assets
- values for Consequential Loss of either Gross Profit, Gross Rentals and/or Additional Increased Costs of Working. It is preferable that:
 - if your policy provides "new for old" cover, the declared value is sufficient to cover the cost of replacing any lost or damaged property with new property;
 - when reviewing building values, you make allowance for compliance with current building regulations and building cost increases since your last valuation, lead times for council approval, and the like.
 - when reviewing replacement costs for Plant and Machinery, you make allowance for currency fluctuations that can occur in the cost of imports from some countries. You should also consider technological changes, import duties and current and future inflationary trends.

We recommend that you supply us with a copy of your most recent insurance valuation(s) in respect of both Buildings and Plant and Machinery.

Making Claims

It is important that you notify us of any claim or potential claim or circumstance that may give rise to a claim under your various policies. It is your responsibility to notify these circumstances to us. Failure to adhere to the notification requirements particularly timing, as set out in the policy or other coverage document, may entitle Insurer(s) to deny your claim. In presenting a claim it is your responsibility to disclose all facts which are material to the claim.

It is impossible to give guidelines for procedures in every claim, simply because of the nature of accidents; they cannot be predicted; and they do not follow set patterns. However by following the general procedures outlined below, the impact of an incident or loss on your business operations will be minimised.

1. Report the incident to Infrasure Pty Ltd by telephone, facsimile or email – wherever practical, within 24 hours of the incident.
2. Regardless of whether or not the claim has been reported or a loss assessor appointed, you must immediately do whatever is necessary to prevent further loss of life or property damage. For example:
 - Call the fire brigade, ambulance, police or other appropriate emergency service.
 - If during business hours, ensure the evacuation, if necessary, of staff and neighbours.
 - If critical machinery fails, commence investigations to locate replacement plant or services.
 - Have a security company install boarding over smashed windows and, if appropriate, employ an overnight security watchman.
 - Remove property which is exposed to further damage to a more secure place if possible.
 - Providing no danger to life or limb is involved, ensure the safe removal and storage of vital business records.
3. Complete all claims documentation and forward to Infrasure Asia Pacific with any supporting documents without delay.
4. Whatever the circumstances of the incident, **DO NOT ADMIT LIABILITY EVEN IF YOU THINK YOU ARE AT FAULT.** Your Insurer is entitled to deny a claim or pay a reduced amount if statements made by you or your employees prejudice the Insurer's position.

"Claims Made" Policies

Some kinds of liability policies (such as Professional Indemnity, Directors & Officers Liability, Trustees Liability and Commercial Builders Structural Defects) are usually issued on a "claims made" basis. This means that (subject to the other terms of the policy) the policy only covers claims first made against you during the period of insurance.

Under section 40(3) of the Insurance Contracts Act, if your policy is a "claims made" policy, and if you give notice in writing to the Insurer of facts that might give rise to a claim against you as soon as is reasonably practicable after you become aware of those facts but before the period of insurance expires, the policy will cover (subject to the other terms of the policy) any subsequent claim against you that arises from those facts, even if that claim is not made until after the period of insurance has expired. In order to ensure that any entitlement to indemnity under the policy is protected, you must therefore report all incidents that may give rise to a claim against you to the Insurers without delay after such incidents first come to your attention and prior to the expiration of the policy period.

If your policy is a "claims made" policy, and if it has a "retroactive date", it will not cover any claim that arises from any act, error, omission or conduct that occurred before that retroactive date.

Where Placement Is With an Unauthorised Foreign Insurer

The insurance contract may be placed wholly or partly with a foreign Insurer that is not authorised under the Insurance Act 1973 to conduct insurance business in Australia. Such Insurer(s) are not subject to the provisions of that Act which establishes a system of financial supervision of general Insurer(s) in Australia.

It is a matter for your consideration whether you should obtain any further information from us on matters such as:

- name and postal address of the Insurer;
- country of incorporation of Insurer and whether the country has a scheme of financial supervision of Insurer(s);
- paid up capital of the Insurer; and
- which country's laws will determine disputes under the contract.

Statutory Imposts in Overseas Jurisdictions

Your insurance risks may be in more than one international jurisdiction. Where required we will liaise between you and the insurers to seek to agree the apportionment of the premium between applicable jurisdictions, and the amounts of local statutory charges and/or taxes payable in each jurisdiction in relation to policies insuring those risks.

In providing such services, Infrasure Pty Ltd is acting in its capacity as an insurance broker and does not hold itself out to provide advice in relation to the statutory charges and/or tax laws of any applicable jurisdiction. We recommend you seek your own advice in relation to such imposts where you consider it necessary. We will not be liable to you should the apportionment of premium or amount of local imposts payable under the policies be challenged by any local authority, nor for any penalties or other charges that may be associated therewith. In addition, we will not be liable to you should the insurers fail, or refuse, to collect and pay such imposts to the relevant authorities.

Cooling Off Period Rights

For certain policies covering personal or domestic property (e.g. motor, home buildings and contents, travel, sickness and accident and consumer credit insurance), you may have a right under the Corporations Act to return your policy. The policy will usually set out the right but some may not. You can ask us if it applies.

The period can be no less than 14 days from entry into the policy but it may be longer at the Insurer's option. The right does not apply if you have exercised a right under the policy (e.g. made a claim).

The amount of premium refunded will vary for each Insurer. They are permitted (unless the policy states otherwise) to deduct:

- an amount representing the Insurer's period of time on risk;
- any tax or duty paid or owing for which the Insurer is unable to obtain a refund; and
- any reasonable administrative and transaction costs incurred by the Insurer reasonably related to the acquisition of the policy and termination of the relationship which do not exceed the true cost of an arms length transaction.

Despite the cooling off period you still may have cancellation rights under your policy which have no time limit. If you want to return or cancel your policy contact us so we can assist.

Misstatement of Premium

We try to tell you the correct amount of premium and statutory charges that applies to your insurance. In the event that we misstate that amount (either because we have made an unintentional error or because a third party has misstated the amount), we reserve the right to correct the amount. By instructing us to arrange insurance for you, you agree, where permitted by law, that you shall not hold us responsible for any loss that you may suffer as a result of any such misstatement.

Payment of Premium

Payment of premium is required on receipt of invoice(s). This is an important part of the transaction and often there are strict requirements imposed by insurers. It is important to note, Infrasure Pty Ltd will not be responsible for any consequences that may arise from any delay or failure by you to pay us the amount payable on receipt of invoice(s).

Ranges of Brokerage We May Earn

The ranges of brokerage we earn on the majority of insurance policies we place generally varies between 0-20% of the insurer premium (before Statutory Charges). For a more extensive list of the ranges of brokerage we may earn, please refer to our Financial Services Guide.

Financial Services Guide (FSG)

Our FSG contains important information about our relationship with you. A copy of our FSG can be obtained by contacting your Client Servicer, or from our website at www.infrasure.com.au

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