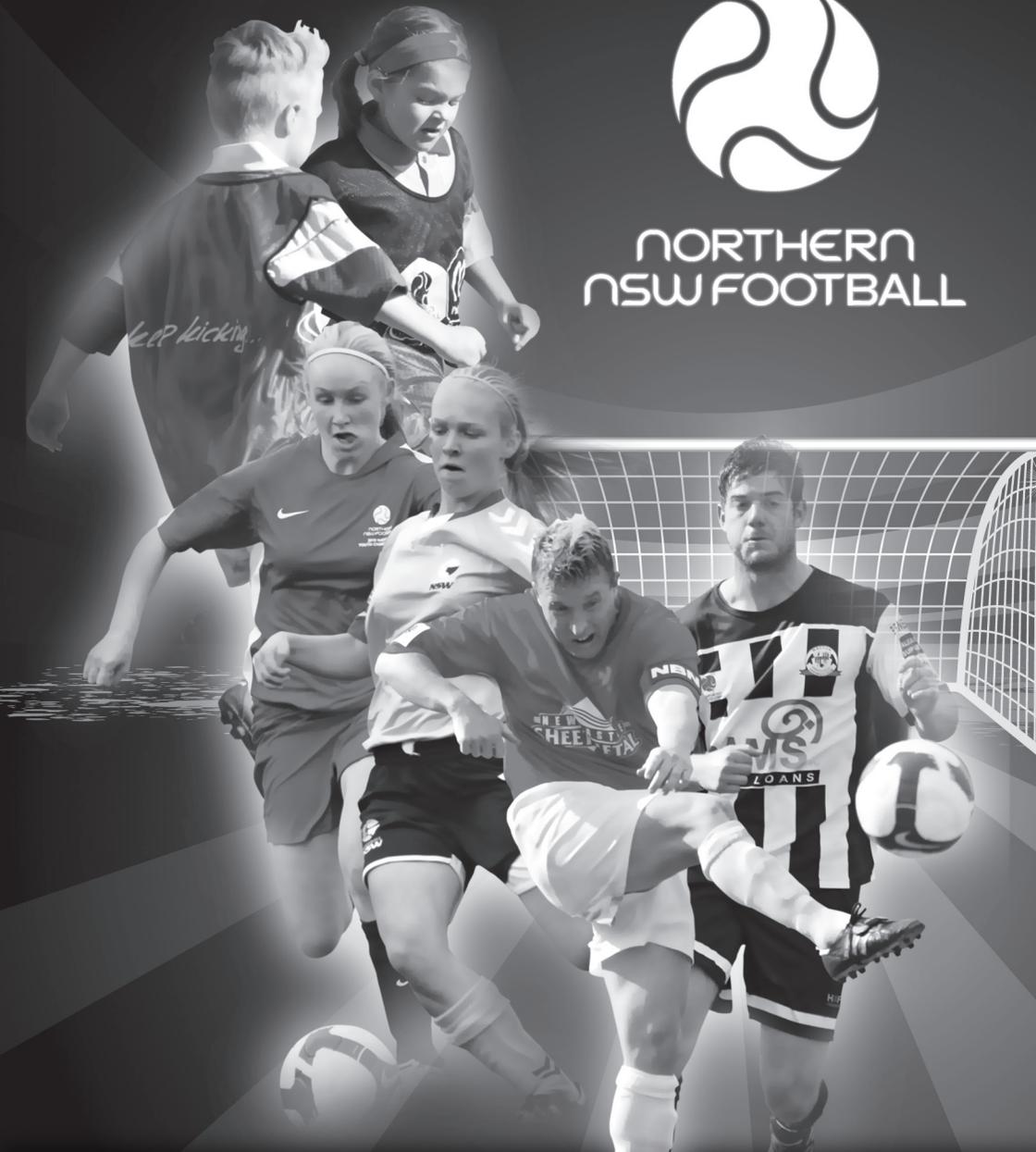




NORTHERN
NSW FOOTBALL



**NORTHERN NSW FOOTBALL INSURANCE
INFORMATION HANDBOOK 2011**

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Published by Northern N.S.W. Football Limited
for the benefit of its members

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YOUR SPORTS ACCIDENT SUPPORT PROGRAM

In the interest of our members we have put together a Sport Accident Support Program and Liability Insurance Scheme. It is specifically tailored to meet the requirements of your sport. Have a read through this booklet so you understand the cover to which you are entitled and also be aware of the limitations in the benefits provided, particularly the limit of \$300 per week for Loss of Income due to injury.

Of course in sport you are exposed to many health risks – that is understood when you choose to participate. However, with this program in the unfortunate event that you are injured while participating in your sport, the financial burden will be eased.

This program is designed to assist those who would otherwise not receive assistance after injury or accident. To make the program as fair and as wide reaching as possible, benefits are provided for those most exposed to injury. To keep the cost of membership as low as possible, while maintaining a wide reaching cover, not all situations can be covered.

Loss of Income cover is only applicable to certain registration categories. For verification players need their club to contact the Northern NSW Football office.

Your Accident Support Program protects you whilst participating in sanctioned trialling, training and playing throughout the normal course of preparations and major competitions under the control of the Northern N.S.W. Football.

Exclusions (unless permission is specifically granted by the Northern N.S.W. Football) include:

- Indoor Soccer
- Professional Training Camps and Clinics
- Competitions conducted outside the Northern N.S.W. Football's normal season.

If in doubt about your situation, do not go ahead until you have contacted the Northern N.S.W. Football.

We recommend that you have your own private medical and health insurance cover over and above this insurance scheme. There are many packages available for young, active people.

YOUR SPORTS ACCIDENT SUPPORT PROGRAM cont'd

Members should also be aware that the loss of income component of this program, due to the cost constraints is limited to \$300 per week. **Additional cover is** available from BJS Insurance Brokers or through your own contacts.

This booklet is not a contract, but offers an outline in simple English of the protection provided by the cover. Take the time to read through it so you are aware of the cover provided. Terms and conditions may change from time to time, and Northern NSW Football will be notified of those changes.

In the meantime enjoy your sport, and we wish you a safe and successful season.

ACCIDENT SUPPORT – INCOME BENEFITS

Accident Support cover offers protection should you receive an injury whilst engaged in officially sanctioned activities.

The following is a list of benefits in general terms. A full description of cover is included in the final section of this booklet.

1. Income Protection

Income assistance is provided in the event of a member being disabled through injury and cannot work.

These benefits are:

- (a) Maximum of \$300 weekly or 85% of gross earnings, whichever is the lesser;
- (b) Payable up to 52 weeks for any accident, excluding the first 14 days.

2. Optional Increased Income Protection

This provides additional cover above the standard limit of \$300 per week, and is only available on a "team basis". The annual premium required (including GST and Stamp Duty) is shown for the following options:

- (a) For an extra \$100 per week; \$375 per team required.
- (b) For an extra \$200 per week; \$750 per team required.

Players may only insure to a maximum 85% of their Average Weekly Earnings. Cover can only be confirmed upon receipt by BJS Insurance Brokers of the Club/Team details, and full payment of premium.

3. Student Expenses

Available to full-time students. Additional tutorial costs incurred as a result of injury may be claimed. These benefits are:

- (a) Limited to \$300 weekly or 85%, whichever is the lesser;
- (b) Payable up to 52 weeks for any accident, excluding the first 7 days.

4. Home Help Expenses

Should domestic help be necessary following an accident or injury, this cover provides reimbursement. It is available to those who are totally disabled who normally attend to domestic duties. Payments are to be made to a registered agency.

These benefits are:

- (a) Limited to \$300 weekly or 85%, whichever is the lesser;
- (b) Payable up to 52 weeks for any accident, excluding the first 7 days.

5. Parent Inconvenience Allowance

If a full-time student under 18 years of age is hospitalised following an accident, then their parent or guardian can claim benefits under this section to offset costs incurred as a result.

These benefits are:

- (a) \$25 daily excluding the first 24 hours of hospitalisation;
- (b) Limited to \$1,500 in total per injury.

Exclusions

Please note that under the Scheme, cover is not provided for the following:

- (a) Any injury, medical condition, infirmity or weakness that was evident prior to the commencement of this policy;
- (b) Illness;
- (c) Any condition that is caused by repetitive movements or actions of the sport.

A full list of exclusions is included in the Policy Wording.

6. Modification Benefit

If an insured person is paid a Capital benefit under any of the payable conditions 2, 4, 5 or 7 of the Capital Benefits scale, we will also pay for the cost necessarily incurred by the insured person in modifying their Motor vehicle, their Home or costs in relocating to a suitable home, up to a maximum of \$20,000.

ACCIDENT SUPPORT – DEATH AND DISABLEMENT

In most sports the risk of serious injury is unfortunately a possibility, thankfully a rare one. The Scheme covers members in the case of permanent disability or death.

There are numerous benefits that are payable which are listed in the Policy Wording under the section headed Compensation Table – Capital Benefits. Following are some examples:

- | | |
|---|-------------------------|
| • Permanent Total Disablement | 100% of Capital Benefit |
| • Permanent Paraplegia | 100% of Capital Benefit |
| • Loss of Sight – 1 or 2 eyes | 100% of Capital Benefit |
| • Loss of Hearing – 2 ears | 100% of Capital Benefit |
| • Loss of Hearing – 1 ear | 50% of Capital Benefit |
| • Accidental Death
(limited to \$20,000 for Insured persons
under the age of 18 years) | 100% of Capital Benefit |

CAPITAL BENEFIT	\$100,000
------------------------	------------------

**Please note, disablement resulting from a
pre-existing condition is not covered.**

MEDICAL EXPENSES

Due to Federal Government legislation, we are unable to cover ANY part of a Medicare item. That is, any Doctor, Surgeon, Anaesthetist, X-Ray or Pathology.

Accordingly, the Scheme has been set up to provide cover in relation to the most common Non-Medicare medical expenses.

The ONLY claimable medical expenses are:

- Ambulance
- Dental
- Physiotherapy/Chiropractic/Osteopathy/Naturopathy/Massage/Acupuncture
 - following referral from a Doctor
 - subject to a maximum benefit of \$350 if no surgery involved
- Private Hospital; for Accommodation, Theatre Fees and Prosthesis
- Orthotics prescribed by a surgeon, following surgery.

- The policy reimburses up to 85% of these costs;
- A maximum of \$5,000 is payable for any injury;
- Players who have private health insurance must claim from their health fund first, before claiming through QBE Insurance.
- An excess of \$50 applies to all players who do not have private health insurance.
- Any costs incurred after 1 year from date of injury are not covered.

Please be aware that an MRI or scan of any type is not covered by this insurance, whether it can be claimed in part from Medicare or not.

PUBLIC LIABILITY

Public Liability covers your club and its members in the event of a claim for personal injury or property damage made by members of the public. Insurance is limited to \$25,000,000 for any claim.

Public Liability covers claims made against the Insured worldwide. The following is a list of the cover of this insurance:

- Liability for bodily injury to members of the public;
- Liability for property damage;
- Legal costs and expenses;
- Member to member, excluding the event of deliberate violence;
- Coaches, referees and trainers;
- Goods and products sold;
- Cross Liability;
- Tenants Liability – up to \$25,000,000 is provided. A Certificate of Currency is available upon request if required by your local council.
- Car Parks;
- Lease Liabilities.

Property damage claims are subject to a \$1,000 policy excess.

Exclusions

Please note that certain exclusions are made from the Public Liability cover. A full list of exclusions, conditions and definitions can be found in the Liability Policy Wording section of this booklet. The following are important exclusions of which to be aware:

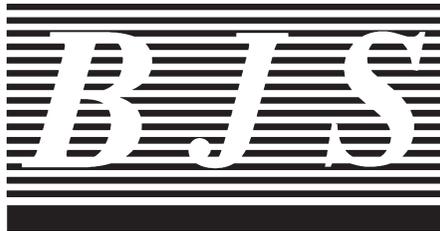
- Employer's Liability;
- Contractual Liability;
- Directors and Officers Liability.

Directors and Officers Liability

Decisions made by individual office bearers and directors may incur liabilities as they could be held responsible at law. Should you be in a position of Director or Officer, alternative insurance should be sought as this insurance is not included in this particular program.

ARRANGING COVER

Members are automatically covered from the first Northern NSW Football Authorised Official Game, Trial, or Function for that competition. It is essential that the member has been noted as a participant, and is a financial member of an affiliated team. The member must be included on the Team Registration Form.



INSURANCE GROUP

BJS Insurance Brokers Pty Ltd

ABN 18 096 716 746

PO Box 42, Lindfield NSW 2070

Telephone: 02 9416 0483

Fax: 02 9416 2583

Email: bjsinsurance@lec.net.au

CLAIMS PROCESS

Accident Claims

Report of Injury

In the event of an injury, the player's claim form must be lodged within 90 days of the injury to the QBE Insurance (Aust) Limited, GPO Box 4108, Sydney NSW 2001. The form must be completed and signed by both the player and the Club Secretary.

Attending Physician Statement

The treating medical practitioner must complete the statement within the claim form. The insurers may request additional reports from time to time.

Claims Advice Procedure Check List

The following are important items and matters that are referred to on the claim forms:

1. Attending Physician's Section can only be completed by a Doctor or Dentist, not a Physiotherapist or other practitioner;
2. Medical report charges are not refundable under the scheme;
3. The Claimant's Employer must complete the appropriate section in the event of a Loss of Income claim;
4. Association or club representative must sign and verify details stated, ensure registration numbers are attached including player category (i.e. senior, junior, other).
5. Regular medical certificates are required by the insurers every 14 days if disablement extends beyond 1 month;
6. All sections of the form must be completed signed and dated;
7. Claimants must fully describe how the injury occurred to assist us to identify the cause of injuries;
8. It is important that claims be submitted within 90 days where possible. This should be the case even if receipts or documentation have to be forwarded at a later date.

In the interest of sports safety, we are closely working with insurers to prepare regular injury reports. It is hoped that when these are assessed, we will have full details of injury types and causes with a view to advice on possible prevention in the future.

CLAIMS PROCESS cont'd**Liability Claims**

It is important that you immediately report all details of a demand made upon Northern NSW Football or your Club for personal injury, property damage or professional liability, to BJS Insurance Brokers in your State. Please do not admit liability – this is a condition of your policy, as it is with most types of insurance, and will be handled by the Insurers and their legal representatives.

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COMMON QUESTIONS ABOUT YOUR POLICY

1. *From when am I covered?*

A. Players are covered from January 1 each year for all organised and approved training, trial matches and competitions. **Please note that it is a condition of Insurance that registration fees are paid.**

2. *What if I receive other Accident Insurance benefits?*

A. Your entitlement will not be reduced if you receive another benefit, provided it remains within 100% of your gross normal earnings. Remember, the policy is to support those who are out of pocket through injury.

3. *What if I receive sick pay or holiday pay, do I still receive benefits?*

A. While benefits are still claimable, payment will be made direct to your employer to supplement some proportion of your lost entitlement. It is necessary to have a letter from your employer acknowledging this option.

4. *Am I covered during Representative and Championship games?*

A. You are covered for all games, provided you are registered and financial and the event has the approval of the Northern NSW Football.

5. *Does the scheme cover referees, coaches and officials?*

A. As the scheme covers all registered members, any qualified referee, coach or official is protected just as a player is protected.

6. *What about while I am training?*

A. Yes you are covered, as long as it is officially recognised and supervised training.

7. *Are fill-in players covered?*

A. Yes, as long as that player is registered and financial.

8. *Are medical expenses claimable if weekly benefits are not claimed?*

A. Yes, provided the injury occurred during an officially authorised and controlled game or officially authorised training.

9. *Are heart attacks claimable?*

A. A heart attack is only covered if it can be proved that it occurred directly as a result of an injury, and was not related to any pre-existing condition, infirmity or weakness.

COMMON QUESTIONS ABOUT YOUR POLICY cont'd

- 10. *What about miscarriage, childbirth and associated complications?***
A. It should be stressed to all female members that these conditions and events are EXCLUDED from the policy.
- 11. *Can additional loss of income cover be obtained?***
A. Yes, on a “team basis” only. Additional cover can be arranged by contacting BJS Insurance Brokers. Players may only insure to a maximum 85% of their Average Weekly Earnings.
- 12. *Are council leases covered under public liability insurance?***
A. Yes, the council, or relevant body, can be offered details of the liability insurance policy. A Certificate of Currency is available from Northern NSW Football or BJS Insurance Brokers if required.
- 13. *How do I obtain a Certificate of Currency?***
A. Contact BJS Insurance Brokers.
Tel: 02 9416 0483
Fax: 02 9416 2583
Email: bjsinsurance@lec.net.au
or on our football website
www.northernnswfootball.com.au

CLAIM EXAMPLE

The following example illustrates how Loss of Income and Medical claims are assessed under the policy.

Date of Injury: 30 June 2010
 Type of Injury: Ruptured knee ligament, requiring reconstructive surgery.
 Period of Disability: 16 weeks (resumed work on 21 October 2010).

Loss of Income

Players who register as Seniors (or other categories verified by Northern NSW Football) are insured for a maximum of \$300 per week. Benefits for temporary total disablement are payable for a maximum period of 1 year from date of injury, and there is a 14-day Excess (the first 14 days are not covered). Loss of Income is based on a 7-day calendar week.

Period of Disability:	1 July – 20 October 2010 inclusive = 112 days	
	Calculation: 112 days @ \$300/week	\$ 4,800
	Less 14-day Excess	<u>\$ 600</u>
	Total	<u>\$ 4,200</u>

If a player elects to receive sick/annual leave entitlements from their employer during this time, then we are only able to pay the benefit to the employer who will reinstate a portion of used entitlements.

Medical Expenses

(Medicare items are not covered at all – see below for detailed description).

The ONLY claimable medical expenses are as follows:

- Ambulance
- Dental
- Physiotherapy/Chiropractic/Osteopathy/Naturopathy/Massage/Acupuncture, following referral from a Doctor, and subject to a maximum benefit of \$350 for pre-operative care.
- Private Hospital (accommodation, theatre fees and prosthesis)
- Orthotics prescribed by a surgeon following surgery.

CLAIM EXAMPLE cont'd

The policy reimburses up to 85% of these costs (nett of any recoveries from private health insurance) up to a limit of \$5,000. An Excess of \$50 applies to all players who do not have private health insurance, and any costs incurred after 1 year from date of injury are not covered. Players who have private health insurance must claim from the relevant Health Fund first, prior to claiming through QBE Insurance.

Medicare

Due to Federal Government legislation we are unable to reimburse ANY part of a Medicare expense. That is any Doctor, Surgeon, Anaesthetist, X-Ray or Pathology and the like. The Government sets out "Scheduled Fees" for each particular item, and Medicare then reimburses a percentage of the Scheduled Fee (normally 75% or 85%). If you are in a Health Fund you may be entitled to an additional refund. The vast majority of Medicare providers charge more than the scheduled fees, and therefore you will almost certainly be left out of pocket as a result.

Please be aware that an MRI or scan of any type is not covered by this Insurance, whether it can be claimed in part from Medicare or not.

OTHER INSURANCE REQUIREMENTS

Worker's Compensation

Local insurers or statutory authority should be contacted if any members of NNSWF, association or club are paid for services. Each state has requirements under appropriate legislation.

Cover for assets

Fire, burglary, plate glass, money and general property insurance should be arranged if NNSWF, association or club possesses or leases any property or handles cash.

In normal circumstances, personal property remains the responsibility of each member, and NNSWF, association or club cannot be held responsible for any loss or damage.

Health Insurance

As part of a responsible health strategy, we strongly recommend all members seek private health and medical insurance with a registered health fund.

SPORTS ACCIDENT SUPPORT PROGRAM MANUAL



INSURANCE GROUP

BJS Insurance Brokers Pty Ltd

ABN 18 096 716 746

PO Box 42, Lindfield NSW 2070

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Fax: 02 9416 2583

Email: bjsinsurance@lec.net.au

POLICY SCHEDULE	
The Insured	NORTHERN NSW FOOTBALL LTD
Address	235 OLD MAITLAND ROAD, HEXHAM Postcode: 2322
The Sport	SOCCER / FOOTBALL
Insured Persons	AFFILIATES, MEMBERS, VOLUNTARY WORKERS, OFFICIALS, REFEREES AND COACHES
Period of Insurance	From 31/12/2010 to 31/12/2011

SECTION 1: SPORTS INJURY**UNDERWRITTEN BY: QBE Insurance (Australia) Limited ABN 78 003 191 035**

CAPITAL BENEFITS: Events 1 – 30 as attached	\$100,000
Overall limit for all insured persons during any one period of insurance Limit any one Aircraft	\$10,000,000 \$ 500,000
WEEKLY BENEFITS: • Temporary total disablement as per policy Excess 14 days Limit 52 weeks	\$300 per week
INJURY ASSISTANCE: • 85% of Household Help and Student Assistance Expenses Excess 7 days Limit 52 weeks • \$25 Per Day Parents Inconvenience Allowance Excess 24 Hours	Max. \$300 per week Max. \$1,500 per injury
NON-MEDICARE MEDICAL EXPENSES: • 85% Reimbursement (nett of recoveries from Private Health Insurance) Excess \$50 for those not privately insured	\$5,000 limit including max. \$350 for pre-operative Physiotherapy
MODIFICATION BENEFIT: If an insured person is paid a Capital benefit under any of the payable conditions 2, 4, 5 or 7 of the Capital Benefits scale, we will also pay for the cost necessarily incurred by the insured person in modifying their Motor vehicle, their Home or costs in relocating to a suitable home.	up to a maximum of \$20,000

SECTION 2: PUBLIC & PRODUCTS LIABILITY**UNDERWRITTEN BY: LIBERTY MUTUAL INSURANCE CO. ABN 086 083 605,**

Total Limit of indemnity any one occurrence Deductible \$1,000 (costs inclusive)	\$25,000,000
Aggregate limit in respect of Product Liability	\$25,000,000
Limit of indemnity in respect of Errors and Omissions Deductible \$2,500 (costs inclusive)	\$5,000,000

SECTION 3: PROFESSIONAL INDEMNITY FOR COACHES, REFEREES AND TRAINERS**UNDERWRITTEN BY: CGU INSURANCE LTD. ABN 27 004 478 371**

Total Sum Insured Excess \$1,500 (costs exclusive)	\$10,000,000
Specific Cover Limit for Disciplinary Proceedings or Enquiries Excess \$1,000 (costs exclusive)	\$ 100,000
Retroactive Date	Unlimited

Issued subject to the terms of the attached Policy and signed by the Authorised Representative of the Underwriter/s.

Signed:

Dated:

SECTION 1

SPORTS INJURY POLICY

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About This Booklet

This booklet contains 2 separate sections:

Part A and Part B.

Part A – Product Disclosure Statement (PDS)

Part A of this booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. It gives a summary of the significant benefits and risks associated with this product (you should refer to Part B – Terms and Conditions for full details). The PDS also contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, terms, conditions and obligations attaching to this product. Please read Parts A and B of this booklet carefully.

Part B – Policy Terms and Conditions

Part B of this booklet contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy. It is Part B which forms part of your legal contract with us.

If we issue you with an insurance policy, you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the Policy Schedule we send to you form your legal contract with us so please keep them in a safe place for future reference.

If you require further information about this product, please contact your Financial Services Provider.

About QBE

QBE Insurance (Australia) Limited, is a member of the QBE Group.

QBE manages over \$1.5 billion in Total Gross Written Premium and distributes its products through professional general insurance intermediaries. QBE has built up a strong reputation in the intermediary market and will continue to grow within the QBE Group.

QBE is a household name in Australia insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

PART A – PRODUCT DISCLOSURE STATEMENT (PDS) FOR SPORTS INJURY POLICY

The Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any major omissions, updates or corrections need to be made to the PDS a Supplementary PDS may be provided. In either case the relevant document will be provided to you with the PDS.

Significant Benefits and Features

We believe the most significant benefits of this insurance policy are that it offers cover for losses as a result of injury during the time of operation of cover.

“Time of operation of cover” means when the Policy operates and unless it is shown otherwise in the Policy Schedule will be while an insured person is actually engaged in officially sanctioned activities involving:

- playing in club, representative, state or national matches,
- training routines arranged by the club, league, association or federation,
- traveling directly to or from the above activities and residence or place of employment or club premises,
- staying away from home during a tour for the purposes of participating in representative matches,
- an administrative capacity or organised social and fundraising activities.

The Policy provides a choice of cover. You can choose any or all of the following types of cover:

- Section A – Capital Benefits
- Section B – Weekly Benefits – Injury
- Section C – Injury Assistance Benefits
- Section D – Non Medicare Medical Expenses

The Policy provides:

- lump sum payments (if you have chosen cover for capital benefits) for accidental death and other listed conditions which result from an injury during time of operation of cover,
- periodic payments (if you have chosen for weekly benefits – injury) to replace income that is lost following an accident which occurs during time of operation of cover,
- injury assistance benefits (if you have chosen this cover) where the injury occurs during time of operation of cover.
- non Medicare medical expenses (if you have chosen this cover) incurred as a result of injury where the injury occurs during time of operation of cover.

The Policy does not cover certain things.

Claims may be refused in certain circumstances. Please refer to Sports Injury Policy Terms and Conditions which follow this PDS for full details of the terms and conditions of cover and exclusions.

The Policy will not cover you if a claim arises directly or indirectly out of any of the following:

Section A – Capital Benefits

- any injury, medical condition, infirmity or weakness known to you or the insured person or which would have been known to a reasonable person in the circumstances to have existed prior to the commencement of this Policy,
- illness,
- any condition that is caused by repetitive movements or actions of your sport,
- any injury where you are entitled to receive a benefit from any statutory transport accident scheme or statutory workers compensation scheme.

Section B - Weekly Benefits – Injury

- any injury, medical condition, infirmity or weakness known to you or the insured person or which would have been known to a reasonable person in the circumstances to have existed prior to the commencement of this Policy,
- illness,
- any condition that is caused by repetitive movements or actions of your sport.

We will not pay weekly benefits:

- for junior persons,
- while you or the insured person are awaiting surgery unless agreed in writing by us,
- if you or the insured person commence any new occupation while receiving weekly benefits,
- if you or the insured person recommence participation in any sport,
- for more than one injury at any one time.

Section C – Injury Assistance Benefits

- any injury, medical condition, infirmity or weakness known to you or the insured person or which would have been known to a reasonable person in the circumstances to have existed prior to the commencement of this Policy,
- illness,
- any condition that is caused by repetitive movements or actions of your sport.

Section D – Non Medicare Medical Expenses

- any injury, medical condition, infirmity or weakness known to you or the insured person or which would have been known to a reasonable person in the circumstances to have existed prior to the commencement of this Policy,
- illness.

We will not pay:

- for costs associated with MRI scans,
- for costs incurred which are associated with the prevention of injury. For example, knee braces, mouth guards, ankle braces,
- for costs related to breakage of dentures, optical lenses or spectacles,
- expenses incurred for which a Medicare benefit is payable,
- expenses incurred more than 12 months after the date of injury,
- accounts covered by an ambulance service whether claimed or not,
- accounts covered by private health insurance whether claimed or not.

We will not pay for any claim under any section of the Policy if the claim arises directly or indirectly out of any of the following:

1. war whether declared or not, invasion or civil war, rebellion or insurrection,
2. the use, existence or escape of nuclear weapons material, or ionizing radiation from, or contamination by radioactivity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel,
3. any act of terrorism,
4. intentional self injury or suicide or any attempt at suicide,
5. your involvement in any criminal or illegal act,
6. driving or riding in any kind of race,
7. flying except as a fare paying passenger on an airline with scheduled flights,
8. the insured person's criminal or illegal act,
9. being under the influence of any narcotic, alcohol or illicit drug,
10. childbirth or pregnancy or their complications,
11. social matches,
12. end of season trips for social purposes,
13. activities involving parent / child competition,
14. events which have not been approved in writing by the governing body of the sport,
15. taking any drug which has not been approved in writing by the governing body of the sport,
16. driving a motor vehicle while under the influence of intoxicating liquor or drugs unless a registered medical practitioner has prescribed them. We will regard having a blood alcohol reading in excess of the area's legal driving limit as being under the influence of intoxicating liquor.

These are only some of the events that are not covered by this insurance. Please read the Sports Injury Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

The amount of any claim may be reduced

The amount of any claim made against the Policy may be reduced where an excluded period of claim applies. An excluded period of claim is the number of days after medical treatment by a registered medical practitioner, for which we will not pay any benefits. An excluded period of claim will apply where you have chosen cover for Weekly Benefits – Injury.

Significant Risks**This Product May Not Match Your Expectations**

This product may not match your expectations (for example, because an exclusion applies). You should read the PDS (Part A of this document) and the Policy Terms and Conditions (Part B of this document) carefully. Please ask your Financial Services Provider if you are unsure about any aspect of this product.

The Policy will not cover some health problems you have before you take out cover. Health problems not covered are those that are chronic or that we think are likely to recur.

Under Insurance

The Policy will pay you the amount of earnings you have lost up to the weekly benefit sum insured you choose.

Overdue Premium

You must pay your premium on time otherwise your Policy may not operate.

If you have not paid by the due date or your payment is dishonoured, this Policy will not operate and there will be no cover.

For more detailed information regarding payment options refer to the section headed 'How you can pay your premium' in Part B (Terms and Conditions).

A Claim May Be Refused

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the Policy conditions, if you do not comply with your Duty of Disclosure, or if you make a fraudulent claim.

The Cost of this Insurance Policy

The total premium is the amount we charge you for this insurance Policy. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your Policy Schedule.

When calculating your premium we take a range of rating factors into account. These factors, and the degree to which they affect your premium, will depend upon the information you provide to us.

The following factors have a significant impact on the calculation of your premium:

- your insurance history and that of any person to be covered by this Policy,
- the number of people to be covered by this Policy,
- the type of sport you or any insured person will be participating in,
- the sums insured you have chosen.

You should arrange your method payment through your Financial Services Provider. A quote for premium may be obtained from your Financial Services Provider.

Duty of Disclosure – What you Must Tell Us

Under the Insurance Contracts Act 1984 (the Act), you have a Duty of Disclosure. The Act requires that before a policy is entered into, you must give us certain information we need to decide whether to insure you and anyone else to be insured under the policy, and on what terms. Your Duty of Disclosure is different, depending on whether this is a new Policy or not.

New Business

Where you are entering into this Policy for the first time (that is, it is new business and is not being renewed, varied, extended or reinstated) you must tell us everything you know and that a reasonable person in the circumstances could be expected to tell us, in answer to the specific questions we ask.

When answering our questions you must be honest.

- **Who needs to tell us**

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

- **If you do not tell us**

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the Policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Policy as never having worked.

Renewals, variations, extensions and reinstatements

Once your Policy is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

- **You do not have to tell us about any matter**

- that diminishes the risk;
- that is of common knowledge;
- that we know or should know in the ordinary course of our business as an insurer; or
- which we indicate we do not want to know.

- **If you do not tell us**

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having worked.

Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth) and its principles when collecting and handling your personal information. QBE has developed a privacy policy which explains what sort of personal information we hold about you and what we do with it.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claims you make.

We may need to disclose personal information to our reinsurers, (who may be located overseas), insurance intermediaries, insurance reference bureaus, credit reference agencies, our advisers and those involved in the claims handling process (including assessors and investigators), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of litigation.

By providing your personal information to us, your consent to us making these disclosures. Without your personal information we may not be able to issue insurance cover to you or process your claim.

Please contact your Financial Services Provider to obtain a copy of the QBE Privacy Promise Information brochure. A copy of the brochure may also be obtained from any QBE office or from our website at www.qbe.com.

The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice. The Code aims to raise standards of practice and service in the insurance industry.

It:

- Promotes better communication between insurers and customers which will lead to better public understanding of insurance to allow customers to make informed choices; and
- Outlines good standards of practice and service to be met by insurers to enhance their reputation for responding efficiently to their customers' needs.

How to Make a Claim

Please contact your Financial Services Provider to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. Full details of what you must do for us to consider your claim are provided in the Claims section in Part B of this booklet.

Dispute Resolution

We will do everything possible to provide a 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 query 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 QBE office and ask to speak to a dispute resolution specialist.

If you are not happy with our answer, or we have taken more than 15 working days to respond, you may take your complaint to the General Insurance Enquiries and Complaints Scheme (IEC), an external dispute resolution body. Access to the Dispute Resolution process is free of any charge to you. In addition, although QBE is bound by the panel's decision, you are not and you have a right to pursue the matter elsewhere if you disagree.

We will provide the contact telephone number and address of the IEC office upon request.

Taxation Implications

Goods and Services Tax

The Policy has provisions relating to GST. In summary, they are as follows but please read the provisions in full. They can be found in Part B Terms and Conditions, under the heading 'How Goods and Services Tax affects any payments we make'.

- The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.
- When we pay a claim, your GST status will determine the maximum amount we pay.

Other Taxation Implications

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend that you seek professional advice.

Cancelling your Policy

How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it. You can do this by giving the notice to your Financial Services Provider.
- Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

How we may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

The Premium

We will refund to you the proportion of the premium for the remaining period of insurance.

Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your Financial Services Provider electronically or in writing within 21 days from the date the Policy commenced.

This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights however your Financial Services Provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

If your Policy is for an event that will start and finish within the 21 day cooling-off period, you can only exercise your right before the event starts or the expiry of the cooling-off period, whichever is the earlier. For example, for travel insurance, the commencement of the journey is the event.

PART B –

POLICY TERMS AND CONDITIONS FOR SPORTS INJURY POLICY

(This Part does not form part of the Product Disclosure Statement)

Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

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, occurring during the period of insurance shown on your Policy Schedule or any renewal period.

The exclusions in the section(s) headed 'When you are not covered' and conditions in the section headed 'General Conditions' apply to all types of cover.

Your Policy

Your Sports Injury Policy consists of Part B (Terms and Conditions) of this booklet and the Policy Schedule we give you.

Please read your Policy carefully, and satisfy yourself that it provides the cover you require.

If you want more information about any part of your Policy, please ask us, or your Financial Services Provider.

The address and telephone number of your QBE branch are on your Policy Schedule.

You should keep your Policy Booklet and Policy Schedule together in a safe and convenient place for future reference.

Providing Proof

You should keep documents you will need in case of a claim – for example, documents which substantiate your earnings and any medical certificates that relate to your claim.

Jurisdiction

This Policy will be governed and construed in accordance with the laws of the state or territory in Australia in which your registered address is located. You irrevocably and unconditionally agree to submit to the non-exclusive jurisdiction of the courts of that state or territory.

How you can pay your premium

You can pay your premium in one annual payment by cash, cheque or credit card.

Paying Your Premium

You must pay your premium by the due date. If we do not receive your premium by this date or your payment is dishonoured this Policy will not operate and there will be no cover.

How Goods and Services Tax affects any payments we make

The amount of premium payable by you for this policy includes an amount on account of the GST on the premium. When we pay a claim, your GST status will determine the amount we pay.

When you are:

- a) Not registered for GST, the amount we pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST,
- b) Registered for GST, we will pay the sum insured/limit of indemnity or the other limits of insurance and where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a Damaged item insured under the Policy) we will pay for the GST amount.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition. In these circumstances, the input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number & Taxable Percentage.

Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured/limit of indemnity or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim be reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an input Tax Credit on your premium as a percentage of the total GST on that premium.

Words with Special Meanings

Word or Term	Meaning
Aggregate limit of liability	The maximum amount we will pay for any one event involving more than one insured person. The aggregate limit of liability is shown on the Policy Schedule. If the amount is not enough to pay all claims in full, then we will reduce each insured person's benefit proportionately.
Compensation	The amount of benefit shown in the Compensation Tables of this Policy.
Excluded period of claim	The number of days after medical treatment by a registered medical practitioner for which an insured person does not receive a weekly benefit.
Injury	Bodily injury resulting from accident, which is not an illness and is not of a repetitive nature and which <ul style="list-style-type: none"> • Occurs during the period of insurance and • Within 12 months of the injury, results solely and independently of any other cause in the events covered under this Policy and • Includes any condition resulting from exposure to the elements as a result of injury.
Insured person	Any registered player, official or co-opted volunteer of the insured who is described in the Policy Schedule as an insured person.
Junior person	A person who is determined by the insured club, league or association registration to be a junior by reference to their age.
Loss	In connection with a limb or part of a limb means physical severance or permanent loss of use.
Paraplegia	Total paralysis of both legs and part or whole of the lower half of the body.
Period of Insurance	The period shown in the Policy Schedule.
Permanent	Continuing for at least twelve months and which thereafter will, in all probability, continue for life.
Policy Schedule	The latest policy schedule we give you, including any endorsement schedule or any renewal schedule.
Pre-disability earnings	1. If an insured person is self employed: <ul style="list-style-type: none"> • Gross weekly income from personal exertion after allowing for costs and expenses incurred in deriving that income averaged over the 12 months prior to injury or any shorter period that they have been engaged in their occupation. Earnings derived from participating or officiating in any sport are not included.
Pre-disability earnings	2. If an insured person is an employee: <ul style="list-style-type: none"> • Basic weekly base rate of pay exclusive of overtime payments, bonuses, commission or allowances at the time of injury or illness. Earnings derived from participating or officiating in any sport are not included. <p>In the event of a claim earnings will need to be substantiated. For example, the insured person will need to provide group certificates or tax returns.</p>
Quadriplegia	Total paralysis of both legs and both arms.
Time of operation of cover	When the Policy operates and unless it is shown in the Policy Schedule will be while an insured person is engaged in officially sanctioned activities involving <ul style="list-style-type: none"> • Playing in club, representative, state or national matches. • Training routines arranged by the club, league, association or federation, • Travelling directly to or from the above activities and residence or place of employment or club premises. • Staying away from home during a tour for the purposes of participating in representative matches. • An administrative capacity or organised social and fundraising activities.

Total disablement	Total disablement as a result of injury covered under Weekly Benefits – Injury that a medical practitioner certifies entirely prevents an insured person from <ul style="list-style-type: none"> • Carrying out all the normal duties of their occupation, business or profession, or • Where they are engaged in more than one occupation, business or profession, all of them.
We, our, us	QBE Insurance (Australia) Limited ABN 78 003 191 035
You, your	The club, association, or regional state or national sporting association, shown as the insured in the Policy Schedule.

Types of Cover

The Policy provides a choice of cover. You can choose any or all of the following types of cover:

- Section A – Capital Benefits
- Section B – Weekly Benefits – injury
- Section C – Injury Assistance Benefits
- Section D – Non Medicare Medical Expenses.

The types of cover you have chosen will be shown on your Policy Schedule.

Section A - Capital Benefits

If you have chosen this cover it will be shown on your Policy Schedule.

What we will pay

We will pay amounts set out in the compensation tables in this section of the Policy in respect of an insured person if the payable conditions shown:

- occur during the period of insurance,
- are a result of injury during the Time of Operation of Cover.

What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- any injury, medical condition, infirmity or weakness known to the insured person or which would have been known to a reasonable person in the circumstances to have existed prior to the commencement of this Policy,
- illness,
- any condition that is caused by repetitive movements or actions of your sport,
- any injury where you are entitled to receive a benefit from any statutory transport accident scheme or statutory workers compensation scheme.

The General and Additional Exclusions set out under 'When you are not covered' in this Policy may also affect your claim.

Capital Benefits

- Any payable condition claimed under capital benefits must occur within 12 months of the date of injury.
- Any capital benefit payable will be reduced by any amount of any other capital benefit we have paid or are liable to pay in connection with the same injury.
- Any capital benefit payable under this section will be reduced by any amounts paid under the disappearance capital benefit.
- All further cover for you ceases if you become entitled to a capital benefit of more than 75% of the capital sum insured.
- The maximum amount we will pay for any one event involving more than one insured person is the aggregate limit of liability shown on the Policy Schedule. If this amount is not enough to pay all claims in full, then we will reduce each insured person's benefit proportionately.

Compensation Table – Capital Benefits

Injury resulting in:		Compensation as a percentage of the Capital Sum Insured shown in the Policy Schedule
1.	Death	100% subject to a maximum of \$10,000 for insured persons without dependent children.
2.	Permanent Total Disablement	100% subject to a maximum of 5 times annual pre-disability earnings.
3.	Permanent Disability not otherwise provided	The percentage we determine as being consistent with the compensation provided in this table but not exceeding 75%
4.	Permanent paraplegia	100%
5.	Permanent quadriplegia	100%
6.	Permanent unsound mind to the extent of legal incapacity	100%
7.	Permanent and incurable paralysis of all limbs	100%
8.	Permanent total loss of the entire sight of one or both eyes	100%
9.	Permanent total loss of hearing in both ears	100%
10.	Permanent total loss of the use of both hands	100%
11.	Permanent total loss of the use of both arms	100%
12.	Permanent total loss of the use of both feet	100%
13.	Permanent total loss of the use of both legs	100%
14.	Permanent total loss of the use of one hand and one foot	100%
15.	Permanent total loss of the use of one hand and one arm	100%
16.	Permanent total loss of the lens of one eye	50%
17.	Permanent total loss of the hearing in one ear	50%
18.	Permanent total loss of the use of one foot or one leg	50%
19.	Permanent total loss of the use of four fingers and thumb of either hand	75%
20.	Permanent total loss of the use of four fingers of either hand	40%
21.	Permanent total loss of the use of one thumb, both joint	30%
22.	Permanent total loss of the use of one thumb, one joint	15%
23.	Permanent total loss of the use of a finger, three joints	10%
24.	Permanent total loss of the use of a finger, two joints	8%
25.	Permanent total loss of the use of a finger, one joint	5%
26.	Permanent total loss of the use of all the toes of one foot	15%
27.	Permanent total loss of the use of great toe, both joints	5%
28.	Permanent total loss of the use of great toe, one joint	3%
29.	Permanent total loss of the use of other toe (each toe)	1%
30.	Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body	50%

Additional Capital Benefits

Any payable condition claimed under additional capital benefits must occur within 12 months of the date of injury.

Funeral Expense Additional Capital Benefits

If a Death benefit has been paid under capital benefits we will also pay funeral expenses incurred up to a maximum of \$5,000.

Disappearance Additional Capital Benefit

If an insured person is traveling on a conveyance, and

- their means of transportation disappears, sinks or is wrecked, and
- their body has not been found within one year

We will presume that they have died as a result of injury and will pay the death benefit accordingly.

If we have paid a disappearance capital benefit we will not pay for any other capital benefits as well.

If the insured person is later found to be alive then you must refund the amount we have paid.

Section B - Weekly Benefits - Injury

If you have chosen this cover it will be shown on your Policy Schedule.

What we will pay

We will pay a weekly benefit of the amounts as set out in the compensation tables in this section of the Policy in respect of an insured person if the payable conditions shown

- occur during the period of insurance,
- are a result of injury during the time of operation of cover.

What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- any injury, medical condition, infirmity or weakness known to the insured person or which would have been known to a reasonable person in the circumstances to have existed prior to the commencement of this Policy,
- illness,
- any condition that is caused by repetitive movements or actions of your sport.

We will not pay weekly benefits:

- for junior persons,
- while you or the insured person are awaiting surgery unless agreed in writing by us,
- if you or the insured person commence any new occupation while receiving weekly benefits,
- if you or the insured person recommence participation in any sport,
- for more than one injury at any one time.

The General and Additional Exclusions set out under 'When you are not covered' in this Policy may also affect your claim.

Weekly Benefits – Injury

- Any payable condition claimed must occur within 12 months of the date of injury.
- Successive periods of disablement resulting from the same injury and which are not separated by a return to active full time employment for six months or more will be considered as one period of disablement.
- Weekly benefits will be paid after the excluded period of claim has elapsed.
- We will continue to pay weekly benefits while the insured person suffers disablement up to a maximum of 52 weeks or other period shown on the Policy Schedule.

The weekly benefit we pay will be the amount shown in the compensation table or 75% of the earnings lost by the insured person whichever is less and will be reduced by:

- paid sick leave or holiday pay
- weekly benefits paid or payable from any statutory transport accident scheme or statutory workers compensation scheme.

Compensation Table – Weekly Benefits – Injury

Injury resulting in: Payable Condition	Compensation
1. Total disablement (weekly benefit)	As per Policy Schedule

Section C - Injury Assistance Benefits

If you have chosen this cover it will be shown on your Policy Schedule.

What we will pay

We will pay amounts as set out in the compensation tables in this section of the Policy in respect of an insured person who has no pre disability earnings if the payable conditions shown:

- occur during the period of insurance,
- are a result of injury during the time of operation of cover.

What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- any injury, medical condition, infirmity or weakness known to the insured person or which would have been known to a reasonable person in the circumstances to have existed prior to the commencement of this Policy,
- illness,
- any condition that is caused by repetitive movements or actions of your sport.

The General and Additional Exclusions set out under 'When you are not covered' in the Policy may also affect your claim.

Injury Assistance – Injury

- Any payable event claimed must occur within 12 months of the date of injury.
- Successive periods of disablement resulting from the same injury will be considered as one period of disablement.
- Compensation will be paid after the excluded period of claim has elapsed.
- We will continue to pay compensation while the insured person suffers disablement up to a maximum period of 26 weeks from the date the first expense was incurred, or other period shown on the Policy Schedule.

What needs to happen Injury resulting in: Payable Event	What we will pay
1. A registered medical practitioner certifies that you or the insured person are unable to attend to usual household duties and functions	Home Assistance Schedule 85% of actual non-medical related expenses incurred for home help, childminding, payable to a recognized agency up to the maximum weekly amount on the Policy Schedule.
2. A registered medical practitioner certifies that you or the insured person are not able to attend your normal place of education	Student Assistance 85% of actual expenses incurred for home tutorial by a qualified tutor up to the maximum weekly amount on the Policy Schedule
3. A dependent child who is a full time student under the age of 18 years is hospitalised	Parent inconvenience allowance up to \$25 per day to their parent or guardian to visit them up to maximum of \$1,500

Section D - Non Medicare Medical Expenses

If you have chosen this cover it will be shown on your Policy Schedule.

What we will pay

We will pay amounts set out in the compensation tables in this section of the Policy in respect of an insured person. If the payable conditions shown

- occur during the period of insurance.
- are a result of injury during the time of operation of cover.

What we will not pay

We will not pay for any claim under this section of the Policy if the claim arises directly or indirectly out of any of the following:

- any injury, medical condition, infirmity or weakness known to the insured person or which would have been known to a reasonable person in the circumstances to have existed prior to the commencement of this Policy,
- illness.

The General and Additional Exclusions set out under 'When you are not covered' in this Policy may also affect your claim.

We will not pay:

- for costs associated with MRI scans,
- for costs incurred which are associated with the prevention of injury. For example, knee braces, mouth guards, ankle braces,
- for costs related to breakage of dentures, optical lenses or spectacles,
- expenses incurred for which a Medicare benefit is payable,
- expenses incurred more than 12 months after the date of injury,
- accounts covered by an ambulance service whether claimed or not,
- accounts covered by private health insurance whether claimed or not.

Non Medicare Medical Expenses

- Any payable condition claimed must occur within 12 months of the date of injury.
- The compensation we pay will be reduced by amounts paid or payable from any statutory transport accident scheme or statutory workers compensation scheme or private health insurance.

What needs to happen Injury resulting in: Payable Condition	What we will pay Compensation
1. Medical Expenses including private hospital bed fee and theatre fee, dental and ambulance expenses	<ul style="list-style-type: none"> • Reimbursement of accounts for medical expenses incurred and paid by you or the insured person. • At the rate shown as a percentage in the Policy Schedule. • Up to the maximum amount shown in the Policy Schedule.
2. Post operative treatment prescribed by an orthopaedic surgeon	<ul style="list-style-type: none"> • Reimbursement of accounts for orthotics incurred and paid by you or the insured person. • At the rate shown as a percentage in the Policy Schedule. • Up to the maximum amount shown in the Policy Schedule.
3. Osteopathy, naturopathy, massage, physiotherapy, chiropractic but only if following a referral from a registered medical practitioner	<ul style="list-style-type: none"> • Reimbursement of accounts incurred and paid by you or the insured person. • At the rate shown as a percentage in the Policy Schedule. • Up to the maximum amount shown in the Policy Schedule.

When you are not covered

General exclusions applying to this Policy

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. Any act(s) of Terrorism.

For the purpose of this exclusion, 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:

- involves violence against one or more persons, or
 - involves damage to property, or
 - creates a risk to health or safety of the public or a section of the public, or
 - is designed to interfere with or to disrupt an electronic system.
3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

Additional exclusions applying to this Policy

We will not pay for any claim under any section of the Policy if the claim arises directly or indirectly out of any of the following:

1. intentional self injury or suicide or any attempt at suicide,

2. your involvement in any illegal act,
3. driving or riding in any kind of race,
4. flying except as a fare paying passenger on an airline with scheduled flights,
5. the insured person's criminal or illegal act,
6. being under the influence of any narcotic, alcohol or illicit drug,
7. childbirth or pregnancy of their complications,
8. social matches,
9. end of season trips for social purposes,
10. activities involving parent / child competition,
11. events which have not been approved in writing by the governing body of the sport,
12. taking any drug which has not been approved in writing by the governing body of the sport,
13. driving a motor vehicle while under the influence of intoxicating liquor or drugs unless a registered medical practitioner has prescribed them. We will regard having a blood alcohol reading in excess of the area's legal driving limit as being under the influence of intoxicating liquor.

General Conditions

Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it, and
- we give you a new Policy Schedule detailing the change.

Other interests

You must not transfer any interests in this Policy without our written consent.

Any person whose interests you have told us about and we have noted on your Policy Schedule is bound by the terms of this Policy.

Cancelling your Policy

How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it.
- Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

How we may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

The Premium

We will refund to you the proportion of the premium for the remaining period of insurance.

Notices

Any notice we give you will be in writing, and it will be effective:

- If it is delivered to you personally, or
- If it is delivered or posted to your address last known to us.

It is important for you to tell us of any change of address as soon as possible.

Claims

1. If anything happens that is likely to lead to a claim you or the insured person must:
 - follow medical advice from a qualified medical practitioner as soon as possible after sustaining injury or illness,
 - give us notice in writing, by telephone or in person describing the occurrence,
 - tell us promptly,
 - fully complete our claim form and return it to us within 60 days after a payable condition occurs,
 - undergo any medical examination by a doctor appointed by us if we require it and at your expense provide us with any information about the claim we ask for including:
 - doctor's reports.
 - Letters and notices you receive from anyone else about your claim.

If you or any insured person act fraudulently we can reject the claim altogether and cancel this Policy.

You and any insured person must give us written notice as soon as possible of every claim, writ, summons or proceedings, including any prosecution or inquest, and all information in regard to matters which may lead to cover under this Policy.

As soon as an event that can justify a claim occurs, the insured person must make every endeavour to minimise the loss or damage.

In the event of a claim you must advise us of any other insurance you and the insured person have covering the same risk. If you or the insured person can claim from anyone else and we have already paid for the claim, you must render all reasonable assistance to us including but not limited to the proper lodgement of a claim in order that we may obtain a rateable recovery from any other insurer.

We have the sole right to make admissions. We may refuse to protect the insured person if you or the insured person admits fault, makes any offer or payment or defends a claim in court without our consent.

We will be entitled to conduct in your name or the insured person's name the defence or settlement of any claim or to prosecute in your or the insured person's name.

We will pay benefits to you or to the insured person unless you instruct us to do otherwise.

What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Terms and Conditions or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

SECTION 2

Combined Public & Products Liability LIBERTY INTERNATIONAL UNDERWITERS (a member company of Liberty Mutual Insurance Group)

This policy is amended as follows:

Endorsement 1

Definition 2.4 "Injury" is deleted and replaced by the following:

- 4.4 "Injury" means:
- 4.4.1 bodily injury, sickness, disease or disability including death at any time resulting therefrom
 - 4.4.2 false arrest, false imprisonment, wrongful detention or malicious prosecution
 - 4.4.3 wrongful entry or eviction
 - 4.4.4 libel, slander, defamation of character or invasion of right of privacy
 - 4.4.5 assault and battery not committed by or at the Insured's direction unless committed for the purpose of preventing or eliminating danger to persons or property

Endorsement 2

Sub-Exclusion 7.2.4.2 is deleted and replaced by the following:

- 7.2.4.2 LIU's Limited of Indemnity under this Clause 7.2.4 does not exceed \$5,000 each and every Occurrence and in the aggregate for any one Period of Insurance.

Endorsement 3

The following additional Exclusion is added to this Policy:

This Policy does not cover liability directly or indirectly caused by, arising out of or in any way connected with:

1. The Human Immunodeficiency Virus (HIV) or any mutation, derivation or variation thereof;
2. Any HIV related illness including but not limited to Acquired Immune Deficiency Syndrome (AIDS) or any mutation, derivation or variation thereof.

Endorsement 4

The following additional Exclusion is added to this Policy:

The Policy does not cover liability directly or indirectly caused by, arising out of or in any way connected with the ownership and/or operation of any licensed premises, licensed club or licensed club house or the like whose sole purpose is to operate as a licensed premises, licensed club or licensed club house or the like.

Endorsement 5**ERRORS & OMISSIONS****1. NOTICE TO THE INSURED**

The terms and conditions of this endorsement provide that:

- 1.1 A Claim (as defined within this endorsement) must be made against the Insured during the Period of Insurance for this Policy to apply; and
- 1.2 The Insured must immediately notify LIU in writing of such Claim(s). Such notification must be given to LIU during the Period of Insurance for this Policy to apply.

If any circumstances or facts come to the attention of the Insured during the Period of Insurance which are likely to give rise to a Claim(s) to be made against the Insured or which the Insured should reasonably expect to give rise to a Claim(s) to be made against this Insured, the terms and conditions of this endorsement provide the Insured with an option as to whether or not to notify LIU. However, failure to notify LIU may affect Policy indemnity, i.e. all or part of any subsequent Claim(s) may not be covered. Assuming the option to notify LIU is chosen, such notification must be given in writing during the Period of Insurance for this Policy to apply.

The time of the happening of the negligence, whether by act, error or omission which gives rise to a Claim(s), is not of relevance provided they occur after the Retroactive Date specified below.

Upon expiry of the Period of Insurance, no further Claim(s) can be made under this Policy and, therefore, the maintenance of insurance provided by this endorsement is essential.

2. ERRORS AND OMISSIONS OPERATIVE CLAUSE

LIU, to the extent and in the manner hereinafter provided, hereby agrees to pay to or on behalf of the Insured up to the Limit of Indemnity of \$1,000,000 against all sums which the Insured shall become legally liable to pay as compensation as a result of a Claim or Claim(s) first made against the Insured and reported to LIU during the Period of Insurance arising out of any negligence, whether by act, error or omission (which expression shall include any non-deliberate breach of Section 52 of the Trade Practices Act 1994 or mirroring provisions of any State Fair Trading Act or similar statute) committed or alleged to have been committed by or on behalf of the Insured in connection with the Insured's Products or services.

LIU hereby agrees to pay all Defence Costs (including claims handling expenses) for which indemnity is available under this Endorsement provided that LIU's total aggregate liability (including Defence Costs) shall not exceed in all the Limit of Indemnity specified above notwithstanding the number of Claims made. The first \$2,500 of each and every Claim (costs inclusive) shall be borne by the Insured at their own risk and LIU's Liability shall only be in excess of this amount.

3. ENDORSEMENT APPLICABLE TO ERRORS & OMISSIONS COVER

- 3.1 For the purpose of this endorsement only, Exclusion 7.12 is deleted.

4. EXCLUSIONS APPLICABLE TO ERRORS & OMISSIONS COVER

In addition to the exclusions contained in the Policy of which this endorsement forms a part, this endorsement does not cover liability:

- 4.1 Arising out of any negligence, whether by acts, errors or omissions which occurred or allegedly occurred prior to 31 December 2003.
- 4.2 Arising out of any facts or circumstances which the Insured was aware of prior to the commencement of the Period of Insurance or which a reasonable person in the Insured's position would have considered may give rise to a Claim.
- 4.3 Arising out of or attributable to any failure or omission on the part of the Insured to effect or maintain insurance.
- 4.4 Which is more specifically insured against in any other section of this Policy.
- 4.5 Arising from an Occurrence which is inevitable having regard to:
 - 4.5.1 The circumstances and nature of the work undertaken; or
 - 4.5.2 The Insured's Products or services supplied.

- 4.6 Arising from or in connection with advice, design, consultancy, specification, formulae or supervision given or undertaken by the Insured:
 - 4.6.1 Not in relation to the Insured's Products or services; or
 - 4.6.2 For a fee.
- 4.7 Arising out of conspiracy, conversion, deceit, inducement, breach of contract or injurious falsehood.
- 4.8 Arising in the USA and/or Canada or in respect of any Claims which would be subject to the jurisdiction of the Courts of the USA and/or Canada.
- 4.9 Incurred by or caused by a Director or Officer of the Insured whilst acting within the scope of their duties in such capacity.

5. DEFINITION

"Claim" or "Claims" means:

- 5.1 Any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third or similar party notice issued against or served upon the Insured; or
- 5.2 The receipt by the Insured of any written or verbal notice of demand for compensation made by a third party against the Insured.

6. CONDITIONS APPLICABLE TO ERRORS & OMISSIONS COVER

- 6.1 The Insured shall, as a condition precedent to their right to be indemnified under this section, give to LIU as soon as practicable notice in writing during the Period of Insurance:
 - 6.1.1 Of any Claim(s) made against them;
 - 6.1.2 Of the receipt of notice from any person of any intention to make a Claim against them.
- 6.2 The Insured shall give to LIU as soon as practicable notice in writing during the Period of Insurance of any circumstance of which they shall become aware during the Period of Insurance likely to give rise to a Claim against them.
If, during the Period of Insurance, the Insured shall become aware of any circumstance which might subsequently give rise to a Claim under this endorsement and elect, during the Period of Insurance, to give written notice to LIU of such circumstances, than any such Claim which might subsequently arise out of such circumstances will be deemed to have been made during the Period of Insurance.

Other than as amend above, the terms of this Policy shall continue to apply.

1. Insuring Clause

Subject to the terms of this Policy, Liberty International Underwriters (hereinafter called LIU) will pay to or on behalf of the Insured all sums which the Insured shall become legally liable to pay by way of compensation in respect of Injury and/or Damage first happening during the Period of Insurance as a result of an Occurrence in connection with the Insured's Business.

2. Definitions

- 2.1 "Asbestos" means:
 - 2.1.1 That group of natural fibrous silicate minerals that comprises Actinolite, Amosite, Anthophyllite, Chrysotile, Crocidolite and Tremolite.
 - 2.1.2 That group of man made mineral fibres that comprises mineral wool, rookwool, glass fibre, ceramic fibres and superfine fibres.
 and includes Asbestos Products and Products containing Asbestos.
- 2.2 "Damage" means:
 - 2.2.1 Physical damage to or destruction of tangible property, (other than Product) including all resulting loss of use of that property. All such loss of use shall be deemed to happen at the time of the physical damage that caused it.
 - 2.2.2 Loss of use of tangible property, (other than Product) that is not physically damaged or destroyed provided such loss of use is caused by physical damage to other tangible property which first happened during the Period of Insurance. All such loss of use shall be deemed to happen at the time of the physical damage or destruction that caused it.

- 2.3 "Employment Practices" means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, unfair contracts, harassment or discrimination (sexual or otherwise) in respect of employment by the Insured.
- 2.4 "Injury" means death, bodily injury, sickness or disease to any person.
- 2.5 "Insured" wherever used in this Policy means the Insured named in the Schedule and;
- 2.5.1 Any subsidiary company incorporated within the Commonwealth of Australia (including subsidiaries thereof) of the Insured;
- 2.5.2 Any other entity incorporated within the Commonwealth of Australia controlled by the Insured and over which the Insured assumes active management;
- 2.6 "Insured's Business" is the business shown in the Schedule.
- 2.7 "LIU" means Liberty International Underwriters. Liberty International Underwriters is a trading name of Liberty Mutual Insurance Company (ARBN 086 083 605). Incorporated in Massachusetts, USA (The liability of members is limited).
- 2.8 "Limit of Indemnity" means the amount stated in the Schedule pursuant to Clause 5 of this Policy.
- 2.9 "Occurrence" means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Injury and/or Damage neither expected nor intended from the standpoint of the Insured. All events of a series consequent on or attributable to one source or original cause shall be deemed one Occurrence.
- 2.10 "Period of Insurance" is the period shown in the Schedule or any subsequent Renewal Certificate or any extension by endorsement.
- 2.11 "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, cinders, dust, odours, noise, acids, alkalis, chemicals or waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 2.12 "Product" means any commodity, article or thing (after it has ceased to be in the possession or under the control of the Insured) which is or is deemed (Whether by law or otherwise) to have been manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, treated, altered, serviced, repaired, sold, handled, supplied or distributed by the Insured or by others trading under the name of the Insured (including any container thereof other than a motor vehicle).
- 2.13 "Terrorism" means an act or acts
- 2.13.1 That are violent in nature or are dangerous to human life:
- 2.13.1.1 That are a violation of the criminal laws of the United States of America or Australia or of any State or Territory of the United States of America or Australia or that would be a criminal violation if committed within the jurisdiction of the United States of America or Australia or any State or Territory of the United States of America or Australia; and that have the apparent intent of:
- 2.13.1.1.1 Intimidating or coercing any civilian population;
- 2.13.1.1.2 Influencing the policy of any government by intimidation or coercion; or
- 2.13.1.1.3 Affecting the conduct of any government by mass destruction, assassination, or kidnapping.
- Or
- 2.13.2 That result in:
- 2.13.2.1 The denial of access to or services from web sites, computer networks, or telecommunications equipment; or
- 2.13.2.2 The malfunction or degradation of web sites, computer networks, telecommunications equipment, or mechanical equipment, or that otherwise interrupt the functioning of web sites or such properties
- And that have the apparent intent of intimidating or coercing any civilian population or influencing the policy of any government by intimidation or coercion.
- 2.14 "Worker" means any person employed by the Insured or deemed to be employed by the Insured whether pursuant to any Workers' Compensation Law or otherwise.
- 2.15 "Workers' Compensation Law" means any law relating to compensation for Injury to Workers or employees.

3. Indemnity to Others

Subject to the terms of this Policy and in accordance with Insuring Clause 1, this Policy will extend to pay to or on behalf of:

- 3.1 Any principal, in respect of that principal's vicarious liability for the negligent acts or omissions of the Insured pursuant to Definition 2.5 and arising out of the Insured's business, but this Policy does not extend to the liability of any principal howsoever arising out of the negligence, breach of contract or breach of duty of such principal.
- 3.2 Any director, executive officer or Worker of the Insured or, where the Insured is a partnership, any partner of the Insured, but only while acting within the scope of their duties in such capacity.
- 3.3 The officers, committee and members of the Insured's canteen, social, sports, first aid/medical, fire fighting and employee welfare organizations in their respective capacity as such.
- 3.4 The legal personal representative of any person entitled to indemnity under this Clause 3 in circumstances giving rise to indemnity under this Policy.

Provided always that all such persons or parties shall, whilst not being a party to this contract, observe, fulfill and be subject to the terms of this Policy (insofar as they can apply) as though they were the Insured.

4. Cross Liabilities

Subject at all times to the terms of this Policy, each person or party indemnified is separately indemnified in respect of claims made by any of them against any other of them provided that LIU's total liability shall not exceed the Limit of Indemnity for all claims under this Policy.

5. Limit of Indemnity

LIU's liability to pay compensation shall not exceed the sum stated in the Schedule in respect of any one claim or series of claims arising from one Occurrence.

The total aggregate liability of LIU for any one Period of Insurance for all claims in respect of or in any way connected with the Insured's Product(s) shall not exceed the sum stated in the Schedule.

6. Defence Costs

In addition to the Limit of Indemnity, LIU will pay all reasonable legal costs and expenses incurred with LIU's prior written consent in connection with any claim or potential claim for which the Insured is indemnified by this Policy.

Provided that LIU shall not be liable for legal costs and/or expenses where indemnity is not provided by this Policy.

Provided that LIU shall not be liable for legal costs and/or expenses for or in respect of representation at any formal legal inquiry involving an accident resulting in Injury or at any coroner's inquiry or defending any proceedings in a Court of summary jurisdiction.

Provided that LIU shall not pay any legal costs and/or expenses in respect of any Occurrence after LIU has paid compensation up to the Limit of Indemnity.

Provided further that the legal costs and/or expenses incurred in connection with claims made and/or actions instituted within the United States of America, the Dominion of Canada and their respective territories and protectorates or an other territory coming within the jurisdiction of the courts of these countries, shall form part of the Limit of Indemnity and will not be payable by LIU in addition to the Limit of Indemnity.

7. Exclusions

This Policy does not cover liability directly or indirectly caused by, arising out of or in any way connected with:

- 7.1 The ownership, maintenance, operation, possession, use, loading or unloading by or on behalf of the Insured of any motor vehicle or trailer which is required by law to be registered or in respect of which there is required by law to be in force a Policy of compulsory liability insurance or in relation to which there existed a statutory scheme providing compensation for Injury, but this exclusion does not apply to:
 - 7.1.1 Injury for which no indemnity is or would be available to the Insured under the said Policy of compulsory liability insurance had the Insured complied with its obligations pursuant to such law.
 - 7.1.2 Injury caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer for which no indemnity is or would be available to the Insured under the said Policy of compulsory liability insurance had the Insured complied with its obligations pursuant to such law.

- 7.1.3 Damage caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer.
 - 7.1.4 Damage to any bridge, weighbridge or road, or anything beneath such bridge, weighbridge or road caused by the weight of any motor vehicle or trailer or of the load carried thereon.
 - 7.1.5 Damage to any motor vehicle or trailer (not owned, leased or hired by, under hire purchase, on loan or rented to the Insured) temporarily in the Insured's custody or control for the purpose of parking and directly arising out of such parking.
 - 7.2 Damage to property owned, leased, hired by, under hire purchase, on loan or rented to the Insured or otherwise in the Insured's care, custody or control other than:
 - 7.2.1 Premises (or to contents thereof) temporarily occupied by the Insured for the purpose of carrying out works thereto or thereon, but no indemnity is granted for liability in respect of physical damage to or destruction of that part of any premises on which the Insured is or has been working on if the physical damage or destruction arises from such work.
 - 7.2.2 Premises tenanted by the Insured.
 - 7.2.3 Directors', employees' and visitors' clothing and personal effects.
 - 7.2.4 Other property (not owned by the Insured) temporarily in the Insured's possession provided:
 - 7.2.4.1 No indemnity is granted for liability in respect of physical damage to or destruction of that part of any property upon which the Insured is or has been working on;
 - 7.2.4.2 LIU's limit of liability under this clause 7.2.4 does not exceed \$100,000 each and every Occurrence and in the aggregate for any one Period of Insurance.
- Provided further that no indemnity is granted under this Policy in respect of liability assumed by the Insured under any contract or agreement which requires the Insured to effect material damage insurance on premises, property or goods not owned by the Insured.
- 7.3 Damages claimed for, and the costs of withdrawal, recall, inspection, repair, replacement, disposal or loss of use of Insured's products or of any property of which such Products form a part, if such Products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.
 - 7.4 Any Product guarantee or warranty given by or on behalf of the Insured but this exclusion shall not apply to the requirements of any Federal or State legislation with respect to Product safety and information.
 - 7.5 Liabilities assumed under the terms of a contract, agreement or warranty unless the Insured would have been liable in the absence of such contract, agreement or warranty
 - 7.6 Where the Insured may have been able to recover from another party(ies) but for an agreement between the Insured and such party(ies) where the Insured has waived, released or abandoned any right of recourse or recovery against such other party(ies).
 - 7.7 Any Product which is incorporated into the structure, machinery or controls of any aircraft, aerial device, watercraft or hovercraft.
 - 7.8 Injury to any Worker.

Provided that if the Insured:

 - 7.8.1 Is required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited in amount or not) for such Injury; or
 - 7.8.2 Is not required to so insure or otherwise fund such liability by reason only that the Injury is to a person who is not a Worker or "employee" within the meaning of the relevant Workers' Compensation Law or the Injury is not an Injury which is subject to such Law.

then this Policy will respond to the extent that the Insured's liability would not be covered under any such fund, scheme, policy of insurance or self insurance arrangement had the Insured complied with its obligations pursuant to such Law.
 - 7.9
 - 7.9.1 Any Workers' Compensation Law'
 - 7.9.2 The provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement were such liability would not

- have been imposed in the absence of such industrial award or agreement or determination;
- 7.9.3 Employment Practices.
- 7.10 The loss of use of tangible property which has not been physically damaged or destroyed resulting from:
- 7.10.1 A delay in or lack of performance by or on behalf of the Insured of any contract or agreement; or
- 7.10.2 The failure of any Product to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the Insured but this exclusion does not apply to loss of use of other tangible property directly or indirectly caused by, arising out of or in any way connected with or resulting from the sudden and accidental physical damage to or destruction of the Product after such Product has been put to use by any person or organisation other than the Insured.
- 7.11 Any change in the nature of the Business which:
- 7.11.1 Occurred during the currency of this Policy; and
- 7.11.2 Was known by the Insured, or would have been known by a reasonable person in the circumstances, to be likely to increase the risk of Injury or Damage for which indemnity is provided by this policy.
- For the purposes of this exclusion, where the Insured is a corporate body, the knowledge of any officer of the Insured shall be deemed to be the knowledge of the Insured.
- 7.12 7.12.1 The rendering of or failure to render professional advice or service by the Insured or any error or omission connected therewith;
- 7.12.2 Advice, design, formula or specification given for a fee by the Insured or any person covered by Clause 3 of this Policy.
- Provided that the 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.
- 7.13 7.13.1 The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants, provided always that this Exclusion 7.13.1 shall not apply to liability which is directly caused by a sudden, accidental, instantaneous, unintended, identifiable and unexpected happening which takes place in its entirety at a specific time and place;
- 7.13.2 Any expenses for the prevention of the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants;
- 7.13.3 Testing, monitoring, clean up, removal, containment, treatment, detoxifying or neutralising of Pollutants or their effect;
- 7.13.4 The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants caused by any Product that has been discarded, dumped, abandoned or thrown away by others.
- The total aggregate liability of LIU for all claims covered in any one Period of Insurance in respect of the proviso in Exclusion 7.13.1 shall not exceed the Limit of Indemnity shown in the Schedule.
- 7.14 Injury sustained due to the inhalation or ingestion of, or exposure to:
- 7.14.1 Tobacco or tobacco smoke.
- 7.14.2 Any ingredient or additive present in any articles, items or goods which contain or include tobacco.
- 7.15 7.15.1 Ionising radiations or contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion shall include any self sustaining process of nuclear fission or fusion;
- 7.15.2 Nuclear weapons material.
- 7.16 And regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- 7.16.1 War and military action which includes without limitation the following:
- 7.16.1.1 War, including undeclared or civil war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under

- the order of any government or public or local authority;
- 7.16.1.2 Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
- 7.16.1.3 Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- 7.16.2 Any actual or threatened act of domestic or international Terrorism committed by a person or persons acting:
- 7.16.2.1 Alone or on behalf of or in connection with any organisation; or
- 7.16.2.2 With the goal of furthering any political, social, religious, ideological or similar objective.
- 7.16.3 Action taken to prevent or defend against an act of Terrorism.
- If an act of Terrorism involves chemical or biological weapons, this Terrorism exclusion will still apply.
- If an act of Terrorism involves nuclear reaction, nuclear radiation, or radioactive contamination, this Terrorism exclusion will apply to liabilities that result from such nuclear reaction or radiation or radioactive contamination in place of Exclusion 7.15.
- 7.17 Ownership, maintenance, operation possession or use by or on behalf of the Insured of any aircraft, aerial device, watercraft or hovercraft.
- 7.18 The Deductible and/or self-insured retention shown in the Schedule.
- 7.19 The erection, demolition, alteration of and/or addition to buildings by or on behalf of the Insured except for contracts not exceeding in cost the sum of \$500,000 or 10% of the Limit of Indemnity whichever is the lesser.
- 7.20 Asbestos.
- 7.21 7.21.1 Claims made and actions instituted within the United States of America, the Dominion of Canada, their respective territories and protectorates and any other territory coming within the jurisdiction of the courts of the United States of America or the Dominion of Canada;
- 7.21.2 Claims and actions to which the laws of the United States of America, the Dominion of Canada and their respective territories and protectorates apply.
- Provided that this exclusion does not apply to claims and actions caused by an employee of the Insured who normally resides in Australia while such employee is temporarily traveling on behalf of the Insured outside Australia.
- 7.22 Fines, penalties, punitive damages, exemplary damages, liquidated damages and/or aggravated damages.
- 7.23 Any alleged or actual fraudulent, dishonest, malicious, willful or criminal act or omission of the Insured or any person covered by Clause 3 of this Policy.

8. General Conditions

- 8.1 The Insured shall give written notice to LIU as soon as possible of any claim under this Policy and shall give all such additional information as LIU may require.
- 8.2 No admission, offer, promise, or payment shall be made or given by or on behalf of the Insured without the prior written consent of LIU who shall be entitled to take over the conduct in the name of the Insured of 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 LIU shall require.
- 8.3 This Policy and any endorsements attached to this Policy shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
- 8.4 The amount shown within the Schedule as a Deductible and/or self insured retention is the first amount for all claims arising out of any one Occurrence which is to be borne by the Insured.
- 8.5 LIU may at any time discharge its total liability to the Insured in respect of any one claim or

series of claims arising from one Occurrence by paying to or on behalf of the Insured:

- 8.5.1 The total amount in respect of the said claim or claims to which the Insured is entitled to indemnity under this Policy, or
- 8.5.2 The total amount sought by the claimant(s) in the said claim or claims, or
- 8.5.3 The total amount for which the said claim or claims can be settled, and in addition to such payment LIU will pay Defence Costs incurred up to the date of the said payment as provided for by Clause 6 of this Policy.
- Upon such payment, LIU shall relinquish conduct or control of such claims and be under no further liability under this Policy in connection with such claim or claims or Defence Costs.
- 8.6 This Policy shall be interpreted in accordance with the laws of Australia.
- 8.7 The Insured must:
- 8.7.1 Exercise reasonable care that only competent Workers and/or employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition;
- 8.7.1 Take all reasonable precautions to:
- 8.7.1.1 Prevent Injury and Damage;
- 8.7.1.2 Prevent the manufacture, sale or supply of defective Products;
- 8.7.1.3 Comply, and ensure that its Workers, servants and agents comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property;
- 8.7.2 At its own expense take reasonable action to trace, recall or modify any Products containing any defect or deficiency which defect or deficiency the Insured has knowledge of or has reason to suspect.
- The amount of any benefit under this Policy for any liability arising from Injury and/or Damage caused or contributed to by the lack of such precautions, measures and compliances shall be reduced by the amount that fairly represents the extent to which LIU's interests have been prejudiced thereby.
- 8.8 Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and after expiry of the Period of Insurance declare as soon as possible such details as LIU requires and the premium shall be adjusted and any difference paid by or allowed to the Insured as the case may be subject to any minimum premium that may apply.
- 8.9 The Insured may cancel this Policy at any time by giving notice in writing to LIU. LIU may cancel this Policy at any time where:
- 8.9.1 It is entitled to do so pursuant to the Insurance Contracts Act 1984 or any amendments thereto.
- 8.9.2 The Insured has failed to notify LIU of any specific act or omission where such notification is required under the terms or conditions of this Policy.
- 8.9.3 The Insured has acted in contravention of or omitted to act in compliance with any term of this Policy which empowers LIU to refuse to pay a claim in the event of such contravention or omission.
- Any notice of cancellation given by LIU shall take effect either at the time when another contract of insurance between the Insured and LIU or some other insurer (being a contract that is intended by the Insured to replace this Policy) is entered into or at 4pm on the third business day after the date on which notice was given to the Insured by LIU (whichever is the earlier).
- Where the Insured comprises more than one person or company, it is agreed that the named Insured referred to in the Schedule shall be the agent of each of the other Insured persons or companies or others indemnified by Clause 3 for the purposes of receiving any notice of cancellation pursuant to this General Condition, or any other notice, statement, document or information relating to this insurance Policy. Where the Insured has an insurance broker, nothing in this paragraph shall restrict LIU's right to notify the broker as agent of the Insured.
- 8.10 Where this Policy provides any indemnity to the Insured which is prohibited by law, this Policy shall be varied by operation of this General Condition so that this Policy does not respond to the extent that the indemnity is prohibited by law.

SECTION 3

Professional Indemnity Policy

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A division of CGU Insurance Limited ABN 27 004 478 371

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SECTION 1 - How to Read this Insurance Policy

- 1.1 Some of the words in this insurance Policy have special meanings. These meanings can be found in Section 12 of the Policy ("Words with special meanings").

SECTION 2 - The Insurance Contract

- 2.1 We agree to provide the cover described in this Policy upon full payment of the Gross Premium as stated in the Policy Schedule.
- 2.2 Before this Policy came into effect, We were provided with information by or on behalf of the Insured (and those referred to in Section 4.2 of this Policy) in the Proposal, and perhaps in other ways. We have relied on this information to decide whether to enter into this contract and on what terms. This information is part of the insurance contract with Us.
- 2.3 If any of that information is wrong or false, it may affect entitlement to cover under this Policy.
- 2.4 This Policy is in force for the Period of Insurance stated in the Schedule.
- 2.5 If full payment of the Gross Premium is not made, there is no cover.

SECTION 3 - The Cover We Provide

3.1 The Cover We Provide

We provide cover up to the Policy Limit (see Section 5) for Claims for Civil Liability arising from the conduct of the Insured Professional Business Practice which Claims:

- (a) are made against the Insured (or, those referred to in Section 4.2 of this Policy) while this Policy is in force; and
- (b) We are told about in writing as soon as reasonably possible while this Policy is in force; and
- (c) arise from an act, error or omission on or after the Retroactive Date specified in the Schedule; and
- (d) are one or more of the types of Civil Liability Claim described in Sections 3.2 and 3.3.

3.2 The Types of Claim We Cover

We provide this only in respect of any of the following types of Civil Liability Claim arising in the conduct of the Insured Professional Business Practice:

- (a) Breach of duty (including a duty of confidentiality).
- (b) Unintentional defamation.
- (c) Loss of or damage to Documents which were in the Insured's physical custody or control at the time of loss or damage.
- (d) Dishonest, fraudulent, criminal or malicious acts or omissions by an Employee or Principal of the Insured (but there is no cover to that Employee or Principal for these Claims).
- (e) Unintentional infringement of any patent, copyright, design or trademark.
- (f) Unintentional breaches of the Trade Practices Act 1974 or corresponding sections of Fair Trading legislation enacted throughout Australia (but not for criminal liability).

3.3 Employment Practices Liability Cover

Notwithstanding Section 6.7, we cover the Insured, and each Employee (subject to the Specific Cover Limit set out in the Schedule for Employment Practices Cover and to the special provisions in Section 9 of this Policy), for Claims brought against the Insured or an Employee (including Claims brought by principals, partners, directors, officers and employees, contract or temporary workers of the Insured) for that Loss which the Insured is legally obliged to pay arising from:

- (i) Discrimination against any Employee, former Employee or applicant for employment because of race, colour, age, sex, disability, pregnancy, marital status, sexual orientation, sexual preference or otherwise;
- (ii) Wrongful dismissal of any Employee;
- (iii) Workplace harassment (whether sexual or otherwise) of an Employee;
- (iv) Breach of an implied term of an oral or written employment contract;
- (v) Wrongful demotion, failure to promote, wrongful deprivation of career opportunity, wrongful discipline, negligent evaluation or failure to grant tenure of employment to an Employee;

- (vi) Wrongful refusal to employ a potential Employee;
- (vii) Defamation arising from employment related matters;
- (viii) Misleading misrepresentation or advertising as to the terms and conditions of employment;
- (ix) Denial of natural justice to an Employee in respect of any issue concerning his or her employment.

If no Specific Cover Limit is indicated in the Schedule for Employment Practices Liability, then no cover is provided by this Policy for Employment Practices Liability.

3.4 Claim Investigation Costs

We also pay (up to an amount equal to the Policy Limit) Claim Investigation Costs.

We only pay these, however, if either:

- (a) We incur them; or
- (b) the Insured incurs them after first obtaining Our agreement in writing and the costs and expenses are in Our view reasonable and necessary.

We are not obliged to defend, or to continue to defend, any Claim (or Covered Claim) or pay, or continue to pay, any costs or expenses associated with such defence, once the Policy Limit has been exhausted.

3.5 Disciplinary Proceedings / Enquiries

For those disciplinary enquiries of which the Insured first becomes aware and of which We are told about in writing as soon as reasonably possible while this Policy is in force, We also cover the Insured (subject to the Specific Cover Limits set out in the Schedule for Disciplinary Proceedings and Enquiries) for the following:

Cover is provided for legal costs and expenses (incurred with Our prior written approval and which in Our view are reasonable and necessary) for the representation of the Insured at any Disciplinary Enquiry, or at a coronial enquiry. This cover does not extend to paying the Insured's regular or overtime wages, salaries or fees, or those of the Insured's Employees.

If no Specific Cover Limit is indicated in the Schedule for Disciplinary Proceedings / Enquiries, then no cover is provided by this Policy for Disciplinary Proceedings / Enquiries.

3.6 Continuous Cover

We cover the Insured, for any Claim otherwise covered by this Policy, arising from a Known Circumstance (notwithstanding Section 6.1 of this Policy) if:

- (a) We were the professional liability insurer of the Insured when the Insured first knew of such Known Circumstance; and
- (b) We continued without interruption to be the Insured's professional liability insurer up until this Policy came into effect; and
- (c) Had We been notified by the Insured of the Known Circumstance when the Insured first knew of it, the Insured would have been covered under the policy in force at that time but is not now entitled to be covered by that policy, and the Insured would (but for Section 6.1 of this Policy) otherwise be covered under this Policy; and
- (d) Neither the Claim nor Known Circumstance have previously been notified to Us or to any other insurer.

If the Insured was entitled to have given notice under any other policy of insurance and thereby have an entitlement to indemnity, in whole or in part, then this Continuous Cover extension does not apply to provide indemnity under this Policy.

The Policy Limit of the cover We provide under this provision is the lesser available under the terms of the policy in force at the earlier time referred to in paragraph (c) above, or under this Policy. The terms of this Policy otherwise apply.

SECTION 4 - Who is Covered

4.1 Insured

We cover the Insured named in the Schedule (and as defined in Section 12 of the Policy) for Claims or losses and costs of the type and on the basis specified in Section 3, arising from the conduct of the Insured Professional Business Practice by or on behalf of the Insured.

The conduct of the Insured Professional Business Practice by or on behalf of the Insured includes, for the purpose of this Policy, acts, errors or omissions of agents or consultants of the Insured while undertaking work which is reasonably incidental to the conduct by the Insured of the Insured Professional Business Practice and for which the Insured is liable. Such agents and consultants, however, are not covered by this Policy.

4.2 Others

In addition, We cover the following for Claims or losses and costs of the type and on the basis specified in Section 3 of this Policy:

(a) **Employees (and former Employees)**

Employees (and former Employees) of the Insured in respect of Civil Liability arising from the conduct of the Insured Professional Business Practice but not in respect of Claims or losses under section 3.2(d) of this Policy, (Dishonest, fraudulent, criminal or malicious acts or omissions by an Employee or Principal).

(b) **Principal's Incoming**

Principals of the Insured in respect of Civil Liability arising in their capacity as a Principal of a prior professional practice, disclosed in the proposal form, and whilst practising in the same professional discipline as the Insured Professional Business Practice.

(c) **Prior Corporate Entities**

Corporate entities through which the Insured previously traded, in the course of the conduct of the Insured Professional Business Practice.

(d) **Mergers and Acquisitions**

Entities (practising in the same professional discipline as the Insured Professional Business Practice) which are merged or acquired by the Insured while this Policy is in force. This cover is only for a maximum of thirty days from the date of the merger or acquisition (or until the Policy expires if that is sooner). We may agree to extend this period (subject to additional premium) after receipt of a satisfactory underwriting submission in respect of the merged or acquired entity. The Retroactive Date for such cover is deemed to be the date of the merger or acquisition by the Insured unless We otherwise agree in writing.

We only provide cover to the persons, firms or incorporated bodies described in 4.2 above if the persons, firms or incorporated bodies claiming the coverage each agree in writing within a reasonable time of notification of the Claim or circumstance to Us:

(a) to be bound by this Policy; and

(b) to be liable individually, and together with the Insured, for paying the Excess (or any other payment due to Us under this Policy) in respect of any cover provided to them under this Policy.

4.3 Cover to Estates and Legal Representatives

If an Insured, or anyone entitled to cover under this Policy, dies or becomes legally incompetent or insolvent, We cover the estate, legal representative or assigns of the Insured, or the party entitled to cover, to the same extent as cover would otherwise be available to the Insured.

4.4 Joint Venture

If the name of a Joint Venture is included in the Schedule, under "Joint Ventures", then We cover the Insured for the Insured's individual and joint liability in respect of that Joint Venture as otherwise covered by this Policy. If the name of the Joint Venture is not included in the Schedule under "Joint Ventures", then We cover the Insured only for the Insured's individual liability as otherwise covered by this Policy (and not for the Insured's joint liability).

SECTION 5 – Limits to the Amount of Cover

5.1 The Policy Limit

The Policy Limit applies to any one Claim and, subject to this Section 5, applies to the total of all Claims covered by this Policy.

5.2 Reinstatement of the Policy Limit

The Policy Limit is the maximum amount We will indemnify the Insured for in respect of any one Claim. Subject to the following limitations, We will provide indemnity to a maximum of twice the Policy Limit for all Claims covered by this Policy.

(a) Limits on Reinstatement

However:

- (a) (i) We do not provide indemnity for an amount in the aggregate more than the Specific Cover Limits for losses under Section 3.5, Costs of Disciplinary Proceedings or Enquiries or for Claims under Section 3.3, Employment Practices Liability.
- (ii) In the aggregate, indemnity under this Policy shall not exceed the Policy Limit for any one Claim or series of Claims (including Covered Claims) arising from the same acts, errors or omissions.
- (iii) If there is additional insurance in excess of the limit of this Policy, then indemnity in excess of one Policy Limit (up to a maximum of twice the Policy Limit) is only available for so much of the liability (otherwise covered by this Policy) which is not covered by the additional insurance.

(b) Limit of Cover for Claim Investigation Costs

Where indemnity is provided under this Policy for any Claim then Claim Investigation Costs are paid in respect of that Claim up to an amount equal to the Policy Limit in accordance with Section 3.4 of this Policy. The aggregate amount we pay for Claim Investigation Costs for or in respect of all Claims covered by this Policy does not exceed an amount equal to twice the Policy Limit.

5.3 Cover for Claim Investigation Costs if the Policy Limit is Exceeded

If the amount that has to be paid to dispose of a Claim exceeds the Policy Limit, then We only pay for the same proportion of the Claim Investigation Costs as the Policy Limit bears to the amount to be paid to settle the Claim. But We never pay more than the Policy Limit.

5.4 Limit if Multiple Persons Insured

The Policy Limit does not increase if there is more than one person, firm or incorporated body insured under this Policy, or if more than one insured person causes or contributes to the Claim.

5.4 Specific Cover Limits

If the Schedule indicates any Specific Cover Limits for specific types of cover under this Policy, then these Specific Cover Limits apply only to Claims under that Specific Cover. The Policy Limit itself still applies to all other Claims individually and to the total of all Claims added together (including Claims for which Specific Cover Limits apply, which are included within and not in addition to the Policy Limit).

SECTION 6 – What is not Covered

We do not cover any of the following Claims (or losses):

6.1 Known Claims and Known Circumstances

- (a) Known Claims (or losses) as at the inception date of this Policy, or
- (b) Claims (or losses) arising from a Known Circumstance, or
- (c) Claims (or losses) directly or indirectly based upon, attributable to, or in consequence of any such Known Circumstance or known Claims (or losses).

6.2 Foreign Courts

Claims:

- (a) first brought in a court outside Australia or New Zealand (or outside any country specified in the “Jurisdictional Limits” in the Schedule); or
- (b) brought in a court within Australia or New Zealand to enforce a judgement handed down in a court outside Australia or New Zealand; or
- (c) where the proper law of a country other than Australia or New Zealand (or any country specified in the “Jurisdictional Limits” of the Schedule) is applied to any of the issues in any Claim or loss covered by this Policy.

6.3 Assumed Duty or Obligation

Claims

- (a) alleging a liability under a contractual warranty, guarantee or undertaking (unless liability would have existed regardless of the contractual warranty, guarantee or undertaking); or
- (b) about circumstances where a right of contribution or indemnity has been given up by an Insured; or
- (c) about circumstances where someone has done work or provided services under an arrangement or agreement with the Insured which limits any potential right for the Insured to receive contribution or indemnity from that person; or
- (d) arising from any Civil Liability which the Insured agrees to accept outside that which is normal in the course of the conduct of the Insured Professional Business Practice; or
- (e) arising from any business not conducted for or on behalf of the Insured firm or incorporated body.

6.4 Related Parties

Claims:

- (a) against the Insured by or on behalf of:
 - (i) any person, firm or incorporated body covered by this Policy, or
 - (ii) any company or trust which is operated or controlled by the Insured or the Insured’s Employees, nominees or trustees, and in which the Insured has a direct or indirect financial interest.
- (b) by or on behalf of the Insured and/or Employee against any person, firm or incorporated body covered by this Policy.

6.5 Refund of Professional Fees and Trading Debts

Claims:

- (a) for refund of professional fees or charges (by way of damages or otherwise); or
- (b) arising from a liability to pay trading debts.

6.6 Goods & Workmanship

Claims:

- (a) directly or indirectly arising from the manufacture, installation, assembly, processing, sale, supply or distribution of goods or products by or on behalf of the insured; or
- (b) directly or indirectly arising from workmanship in manufacture, fabrication, construction, erection, installation, assembly, alteration, servicing, remediation, repair, demolition or disassembly (including any materials, parts or equipment furnished in connection therewith) by or on behalf of the Insured; or from supervision of such workmanship by an Insured.

6.7 Employers Liability, Directors' & Officers' Liability, Occupier's Liability, Motor, Marine, etc.**Claims:**

- (a) Directly or indirectly based upon, attributable to or in consequence of the Insured's liability as an employer; or
- (b) arising out of or in respect of actual or alleged unlawful discrimination (or other unlawful act, error or omission) by any Insured against any Employee or employment applicant.
- (c) (if an Insured is either an incorporated body or a director or officer of an incorporated body) arising from any act, error or omission of a director or officer of that incorporated body while acting in that capacity; or
- (d) arising from occupation (or alleged occupation) of land or buildings by an Insured; or
- (e) arising from or in respect of an Insured's liability as an owner or operator of any aircraft, marine craft or motor vehicles of any kind.

6.8 Punitive & Exemplary Damages

Claims for punitive, aggravated or exemplary damages or for fines or penalties. In addition, this Policy does not provide cover for any investigation or defence costs associated with such Claims.

6.9 Intentional Damage

Claims arising from acts, errors or omissions by the Insured with the intention of causing a third party loss, damage or injury, or with reckless disregard for the consequences.

6.10 Asbestos

Claims which would not have arisen but for the existence of asbestos.

6.11 Radioactivity & Nuclear Hazards

Claims arising from:

- (a) ionizing radiations or contamination by radioactivity from any nuclear material; or
- (b) the hazardous properties of any nuclear explosive, assembly or component.

6.12 War & Uprisings

Claims arising directly or indirectly from:

- (a) war, invasion, acts of foreign enemies, civil or military uprisings, hostilities (even if war is not declared) or government power being taken unlawfully; or
- (b) property being taken, damaged or destroyed by a government or public or local authority.

6.13 Terrorism

Claims directly or indirectly caused by or contributed to by, or arising from or happening through or in connection with any act of Terrorism.

Further, there is no indemnity for any Claim arising from or related to any death, injury, illness, loss, damage, cost or expense of whatever 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 an act of Terrorism.

6.14 Date Recognition

Claim or liability arising in any way out of or in respect to any computer program, software products, computer data processing equipment or media, microchip, programmed logic controllers, integrated circuit or any electronic equipment that has been designed, specified, recommended, sold, supplied, installed, modified, maintained or used by or on behalf of the Insured which fails to:

- (i) correctly recognise any date as its true calendar date; or
- (ii) capture, save or retain and/or correctly manipulate, interpret or process any data, information, command or instruction as a result of treating any date otherwise than as its true calendar date; or
- (iii) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes a loss of data or the inability to capture, save, retain or correctly process such data on or after any date; or
- (iv) otherwise fails to correctly or effectively provide for the change of date between the Year 1999 and the Year 2000.

Further, there is no indemnity for or in respect of any Claim or liability arising from or in respect to any duty of the Insured, at any time, to have provided or acted upon a report or advice in respect of any issue related to Year 2000 conformity as defined in the Standards Australia / Standards New Zealand SAA/SNZ MP 77 document.

SECTION 7 – Investigation, Defence and Settlement of Claims

7.1 We must be told about Claims

The Insured must tell Us in writing about a Claim or loss as soon as possible and while this Policy is in force. If this is not done the Insured's right to cover under this Policy may be affected.

7.2 Claims Co-Operation

Each Insured must:

- (a) diligently do, and allow to be done, everything reasonably practicable to avoid or lessen the Insured's liability in relation to a Claim (or Covered Claim) or loss otherwise covered by this Policy;
- (b) immediately give Us all the help and information that We reasonably require to:
 - (i) investigate and defend a Claim or loss; and
 - (ii) work out Our liability under this Policy.

7.3 We can protect our position

When We receive a notification of a Claim, or of a fact or circumstance which may give rise to a Claim which may be covered under this Policy, then We can take whatever action We consider appropriate to protect Our position. This does not, however:

- (a) indicate that any Insured is entitled to be covered under this Policy; or
- (b) jeopardize Our rights under the Policy or at law.

7.4 Disclosure of Information to us in respect of the Cover and the Claim (or Covered Claim)

The solicitors instructed by Us for any Claim (or Covered Claim) can disclose to Us any information they receive in that capacity, wherever they obtain it from. By claiming under this Policy, the Insured authorizes such solicitors to disclose this information to Us.

7.5 We can manage the Claim (or Covered Claim) on the Insured's behalf

We can:

- (a) take over and defend or settle any Claim (or Covered Claim) in the Insured's name; and
- (b) claim in the Insured's name, any right the Insured may have for contribution or indemnity.

7.6 An Insured must not admit liability for or settle any Claim (or Covered Claim)

An Insured must not:

- (a) admit liability for, or settle any Claim (or Covered Claim); or
- (b) incur any costs or expenses for a Claim (or Covered Claim) without first obtaining Our consent in writing. If Our prior consent is not obtained, the Insured's right to cover under this Policy may be affected.

7.7 Insured's Right to Contest

If an Insured elects not to consent to a settlement that We recommend and wants to contest or continue the legal proceedings, then We only cover the Insured (subject to the Policy Limit) for:

- (a) the amount We could have settled the matter for, less
- (b) the relevant Excess listed in the Schedule, plus
- (c) the Claim Investigation Costs calculated to the date the Insured elected not to consent to the settlement.

7.8 Senior Counsel

- (a) Unless a Senior Counsel, that We and the Insured both agree to instruct, advises that the Claim proceedings should be contested, then neither We nor the Insured can require the other to contest any legal proceedings about a Claim if the other does not agree to do so.
- (b) In formulating his or her advice, Senior Counsel must be instructed to consider:
 - (i) The economics of the matter; and
 - (ii) The damages and costs likely to be recovered; and
 - (iii) The likely costs of defence; and
 - (iv) The Insured's prospects of successfully defending the claim.
- (c) The cost of Senior Counsel's opinion is to be taken as part of the Claim Investigation Costs.
- (d) If Senior Counsel advises that the matter should be settled and if the terms of the settlement

we recommend are within limits which are reasonable (in Senior Counsel's opinion and in the light of the matters he/she is required to consider), then:

- (ii) the Insured cannot (subject to Section 7.7, Insured's right to contest) object to the settlement and
- (iii) the Insured must immediately pay the relevant Excess or Excesses listed in the Schedule.

7.9 **Payments to Settle Potential Claims**

Any money We pay to settle anything which might give rise to a Claim, is taken to be:

- (a) a payment to settle a Claim, and in addition,
- (b) a payment for the purpose of calculating the total of all Claims under this Policy.

7.10 **Recovering Money from Employees**

We must not recover any amount paid out as a Claim or loss under this Policy from any Employee or former Employee of the Insured unless the Claim or loss arose from serious or wilful misconduct by the Employee or former Employee.

7.11 **Offsetting of Costs & Expenses the Insured owes Us against what We owe Insured**

If We incur costs or expenses above Our liability under the Policy for Claim Investigation Costs, then the Insured must pay whatever amount is above that liability immediately We ask for it. We can offset that payment due from the Insured against (and deduct that amount from) any amount We must pay to or for the Insured under this Policy.

7.12 **The Excess**

- (a) We only cover the Insured (up to the Policy Limit) for that part of the Covered Claim above the Excess.
- (b) There are different Excesses that may be applicable, depending on the type of Covered Claim involved:
 - (i) The Insured must pay the amount of Excess for Australia and New Zealand Jurisdictions specified in the Schedule if the Covered Claim arises under the jurisdiction of an Australian or New Zealand court. The Insured must also pay this Excess when We provide cover for the Claim Investigation Costs of this Covered Claim if the Schedule states "Costs Inclusive". There is no Excess for Claim Investigation Costs when We cover an Insured for this Covered Claim if the Schedule states "Costs Exclusive".
 - (ii) The Insured must pay the amount of Excess for other Jurisdictions specified in the Schedule if the Covered Claim arises under the jurisdiction of a court other than of Australia or New Zealand. The Insured must also pay this Excess when We provide cover for Claim Investigation Costs for this Covered Claim.
 - (iv) The Insured must pay the amount of Excess for costs of Disciplinary Enquiries specified in the Schedule when We provide cover for legal costs and expenses associated with a disciplinary proceeding or enquiry which We cover under Section 3.5 of this Policy.
 - (iv) The Insured must pay the amount of Excess for Employment Practices Liability specified in the Schedule when We provide cover for an Employment Practices Liability Claim which We cover under Section 3.3 of this Policy. The Insured must also pay this Excess when We provide cover for Claim Investigation Costs for this covered claim.
 - (v) The Insured must pay only one Excess for all Covered Claims or losses covered by this Policy arising from the same act, error or omission.
- (c) In the event of a Claim, Covered Claim or loss arising from separate acts, errors or omissions, then an Excess shall apply in respect of each such act, error or omission.

7.13 **GST Basis of Settlement**

Where payment is made under this Policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that the Insured is, or will be, entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition,

whether or not that acquisition is made.

Where payment is made under this Policy as compensation instead of payment for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that the Insured would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

7.14 **Loss Prevention**

The Insured shall, as a condition to cover under this Policy, take all reasonable steps to prevent any act, error, omission or circumstance which may cause or contribute to any Claim or loss which may be covered under this Policy.

SECTION 8 - Special Provisions for Dishonesty and Fraud

- 8.1** When the Claim under Section 3.2(d) only, (Dishonest or Fraudulent Employees or Principals) involves theft or misappropriation of money, then We only provide cover if:
- (a) the Insured kept a separate trust account for that money, and the account was audited at least annually by a qualified independent accountant; and
 - (b) all cheques prepared on that trust account are required to be signed by a Principal or two authorised people.
- 8.2** The Insured must take all reasonable precautions to prevent any loss and continue to perform all the supervision, controls, checks and audits declared in the Proposal.
- 8.3** We deduct from any money We pay for a Claim or loss under Section 3.2(d):
- (a) the amount of any money which the Insured would have paid to the fraudulent, dishonest, criminal or malicious Employee, or Principal if they had not been fraudulent, dishonest, criminal or malicious; and
 - (b) the amount of any of that Employee's, or Principal's money which the Insured holds (if We can do so by law).
- 8.4** Notwithstanding Section 3.2(d), there is no cover under this Policy for any Claim or loss directly or indirectly based upon, or attributed to, or in consequence of any dishonest, fraudulent, criminal or malicious acts or omissions of which an insured had knowledge or had reason to suspect at or prior to the time of such acts or omissions and failed to take any reasonable action to prevent such dishonest, fraudulent, criminal or malicious acts or omissions or any loss arising therefrom.

SECTION 9 – Additional Special Provisions for Employment Practices Liability Cover

Loss

In relation to this extension only, "Loss" means the amount payable in respect of a Claim made against the Insured and any of its Employees under a contract of service and shall include damages, judgements, settlements, interest, costs, defence costs and back pay where reinstatement by a court or tribunal is ordered. Loss excludes any amount which the Insured is or was required to pay pursuant to a specific obligation imposed under a contract of employment, employment agreement, or pursuant to statute, award or otherwise.

Special Exclusions

In relation to this extension only, We do not cover any of the following Claims (or Losses) or legal proceedings:

- (i) **Strikes, lock-outs etc**
Claims brought about by, contributed to by or which involve acts committed during or in connection with any industrial dispute (whether between employer and Employee or between Employees or their unions or generally), strike, picket, lock-out, go slow or work to rule;
- (ii) **Insolvency**
Claims brought after the appointment of any liquidator, receiver and manager, official manager, administrator or trustee administering a compromise or scheme of arrangement of the Insured;
- (iii) **Workers Compensation / Occupational Health and Safety Legislation**
Claims brought about by, contributed to by or which involve claims arising under, or pursuant to, or in relation to any Workers' Compensation or Occupational Health and Safety Acts or similar legislation;
- (iv) **Bodily Injury**
Claims arising from bodily injury (except emotional distress or mental anguish), sickness, disease or death of any person;
- (v) **Physical Modifications to Premises**
Claims for the cost of physical modifications to premises, plant or equipment owned or occupied by the Insured.
- (vi) **Unfair Contract Claims**
 - a) Claims or proceedings for or in respect of a contract of employment alleged to be unfair;
 - b) The seeking of relief pursuant to Section 127A of the Workplace Relations Act (Commonwealth) or Section 106 of the Industrial Relations Act (NSW) 1996 or Section 276 of the Industrial Relations Act (Queensland) 1999 or similar legislation in the other states or territories of the Commonwealth of Australia or in New Zealand.

SECTION 10 - Other Matters

10.1 The Proposal

The Proposal We were given by or on behalf of the Insured before this Policy commenced, is taken to be a separate Proposal for each natural person covered under this Policy.

If there is any fact or misstatement in the Proposal that relates to one natural person who is an Insured, We do not attribute it to any other natural person who is an Insured, for the purposes of this Policy.

10.2 Authority to accept Notices & to give Instructions

The persons listed as the Insured in the Schedule are appointed individually and jointly as agent of:

(a) each Insured and any person who is entitled to a benefit under this Policy (when they request cover or suffer a loss under this Policy)

in all matters relating to this Policy, and to claims or losses covered by it.

In particular (but without limitation) the persons listed in the Schedule as the Insured are agents for the following purposes:

- (i) to give and receive notice of Policy cancellation, to pay premiums and to receive any return premiums that may become due under this Policy; and
- (ii) to accept endorsements or other notices provided for in this Policy; and
- (i) to give instructions to solicitors or counsel that We appoint or agree to, and to receive advice from them and to act on that advice; and
- (iv) to consent to any settlement We recommend; and
- (v) to do anything We or Our legal advisers think might help with the procedures set out in this Policy for settling and defending Claims or Covered Claims; and
- (vi) to give Us information relevant to this Policy, which We can rely on when We decide whether to accept the risk, and set the Policy terms or the premium.

10.3 De-registration

The Insured must tell Us immediately in writing if an Insured's statutory registration, which is relevant to the conduct by the Insured of the Insured Professional Business Practice, is cancelled, suspended or terminated or has had conditions imposed during the Period of Insurance stated in the Schedule.

10.4 Singular & Plural

The singular includes the plural and the plural includes the singular, except if the context requires otherwise.

10.5 Payment in Australian dollars in Australia

All premiums and Claims must be paid in Australian dollars in Australia.

10.6 Law of the Policy

This Policy is governed by the law of the Territory or State where the Policy was issued, which is stated in the Schedule. The courts of that place have jurisdiction in any dispute about or under this Policy.

10.7 Territory covered by this Policy

Cover under this Policy is not restricted by where anything giving rise to the Claim occurred. However, Our cover is restricted to Claims brought under the legal jurisdiction of the courts of Australia and New Zealand (or any country specified in the Schedule, under the heading "Jurisdictional Limits").

10.8 Schedule must be Included

This Policy is only legally enforceable if it includes a Schedule signed by one of Our officers.

SECTION 11 - Cancelling the Policy

11.1 We can cancel the Policy

- (a) Under Section 60 of the Insurance Contracts Act 1984 We may cancel this Policy at any time, by giving notice in writing to the Insured of the date from which cancellation is to take effect where the Insured has:
- (i) failed to comply with the Insured's duty of utmost good faith; or
 - (ii) failed to comply with the Insured's duty of disclosure at the time when this Policy was entered into, varied, altered or renewed; or
 - (iii) made a misrepresentation to Us during the negotiations for this Policy, but before We agreed to issue this Policy; or
 - (iv) failed to comply with a provision of the Policy; or
 - (v) failed to pay the premium for this Policy; or
 - (vi) made a fraudulent claim under this Policy, or any other contract of insurance (whether with Us or another insurer) that provided cover during any part of the Period of Insurance of this Policy; or
 - (vii) failed to comply with a requirement in this Policy that the Insured notify Us of an act or omission which occurred after this Policy was entered into; or
 - (viii) failed to notify Us of any specific act or omission or such notification as is required under the terms of this Insurance Policy.

We may deliver this notice to the Insured personally, or post it by registered or certified mail (to the Insured's broker or to the address the Insured last gave Us). Proof that We mailed the notice is sufficient proof that the Insured received the notice.

- (b) Under Section 60 of the Insurance Contracts Act 1984 We may cancel this Policy at any time where:
- (i) it is in force by virtue of Section 58 of the Insurance Contracts Act 1984; or
 - (ii) it is an interim contract of general insurance.

- 11.2 After cancellation, We will refund the premium for the time remaining on the Policy, less any non-refundable duties, unless an Insured has made a fraudulent claim under the Policy.

SECTION 12 - Words with Special Meanings

12.1 Civil Liability

Liability for the damages, costs and expenses which a civil court orders the Insured to pay on a Claim (as opposed to criminal liability or penalties). It includes the legal costs of the person making the Claim, for which the Insured becomes liable.

12.2 Claim

Any originating process (in a legal proceeding or arbitration), cross claim or counter claim or third party or similar notice claiming compensation against and served on an Insured.

12.3 Claim Investigation Costs

The legal costs and expenses of investigating, defending or settling any Claim (or anything which might result in a Claim), which would be covered by this Policy at the time the legal costs and expenses arise (refer Section 3.4, Claim Investigation Costs).

12.4 Cover

Reference to 'cover' under this Policy shall mean indemnity.

12.5 Covered Claim

The term Covered Claim means the Claims, liabilities, losses, costs or circumstances which may give rise to a Claim, which We may agree to cover under this Policy.

12.6 Disciplinary Enquiry

Any legal or quasi legal process enquiring whether the Insured has breached any relevant professional code of conduct administered by any overseeing professional association.

12.7 Documents

Physical documents of any nature but not including bearer bonds, coupons, bank notes, currency notes or negotiable instruments. Documents do not, however, include the electronically stored data, software or computer programs for or in respect of any computer system. Loss or damage to Documents does not include loss or damage (including rearrangement) to such electronically stored data, software or computer programs arising from any computer virus or from any design or programming defect in any computer program or computer operating system.

12.8 Employee

A natural person who is not a Principal, but who:

- (a) has at any time entered into a contract of service with the Insured firm or incorporated body and is compensated for that service OR has at any time entered into a contract for services with the Insured and gains at least 90% of his or her income from the Insured in the period of the contract; and
- (b) is, or was, at the time of the relevant act, error or omission giving rise to the Claim covered under this Policy under the Insured's direct control and supervision in the course of the conduct of the Insured Professional Business Practice.

12.9 Excess

The part the Insured must pay of each Covered Claim. It is described in more detail in Section 7.12, the Excess.

12.10 Former Principal

A person who has been, but is no longer:

- (a) a Principal of an Insured; or
- (b) the Principal of any firm or incorporated body declared in the Proposal, which previously conducted the business which is now the Insured Professional Business Practice.

12.11 The Insured

Each of the following, individually and jointly:

- (a) each person, firm or incorporated body identified in the Schedule as an Insured and each current or Former Principal of any such firm or incorporated body; and
- (b) any entity which is engaged in the Insured Professional Business Practice and which is created and controlled, while this Policy is in force, by anyone identified in the Schedule as an Insured; and
- (c) anyone who becomes a Principal of the Insured while this Policy is in force.

12.12 Insured Professional Business Practice

The business of provision by the Insured of the Professional Services stated in the Schedule.

12.13 Joint Venture

An undertaking (regardless of what it is called) which the Insured carries on together with someone else who is not otherwise covered under this Policy.

12.14 Known Circumstance

Any fact, situation or circumstance which:

- (a) an Insured knew before this Policy began; or
- (b) a reasonable person in the Insured's professional position would have thought, before this Policy began,

might result in someone making an allegation against an Insured in respect of a liability, that might be covered by this Policy.

12.15 Policy

The insurance Policy made up of:

- (a) this Policy document
- (b) the Schedule to this Policy
- (c) the endorsements, if any, contained in the Schedule
- (d) the information given to Us by or on behalf of the Insured in the Proposal and in any other way.

12.16 Policy Limit

The limit stated in the Schedule as the "Total Sum Insured". See also Section 5 of this Policy.

12.17 Principal

A sole practitioner, a partner of a firm, or a director of a company, which firm or company is covered by this Policy.

12.18 Proposal

The written proposal form (the date of which is stated in the Schedule) together with any supplementary material completed by or on behalf of the Insured, that was given to Us, and relied on by Us to effect this Policy.

12.19 Specific Cover

The cover outlined in Section 3.3 and 3.5 of this Policy.

12.20 Specific Cover Limit(s)

The limit of Our insurance cover for each of the matters listed in the Schedule under "Specific Cover Limits". See Section 3.3 and 3.5 of this Policy.

12.21 Terrorism

Terrorism, for the purposes of this Policy is defined as being an act, which may include but is not limited to an act, involving 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 or 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.

12.22 We or Us or Our

CGU Professional Risks Insurance, a Division of CGU Insurance Limited ABN 27 004 478 371. An IAG Company.

SECTION 13 – The Way we Handle your Personal Information

We collect personal information from you for the purpose of providing you with insurance products, services, processing and assessing claims.

You can choose not to provide this information, however, we may not be able to process your requests.

We may disclose information we hold about you to other insurers, an insurance reference service or as required by law. In the event of a claim, we may disclose information to and/or collect additional information about you from investigators or legal advisors.

If you wish to update or access the information we hold about you, contact us.

Details of Special Conditions

1. BODILY INJURY / PROPERTY DAMAGE

It is hereby declared and agreed that this policy does not provide cover for any liability arising directly or indirectly from bodily injury or mental injury to, death of, or damage to property of, any third party resulting from any accident or occurrence other than bodily injury or mental injury to, or death of, or damage to property arising directly out of the Professional Services covered by this Policy. Subject otherwise to all the terms, general exclusions, general and special conditions of the policy.

2. PROFESSIONAL SERVICES COVERED

The Professional Services covered by this Policy are:-

1. Advice in respect of Coaching and Training, given by accredited Coaches of the Northern NSW Football Ltd.
2. Advice in respect of Refereeing, given by accredited Referees of the Northern NSW Football Ltd.
3. Advice in respect of Trainers, given by accredited Trainers of the Northern NSW Football Ltd.

3. SPORTING ASSOCIATIONS

It is hereby declared and agreed that:

1. The indemnity provided under Section 3.2(b) (Defamation) is amended and will apply to legal liability arising from libel by words written by the Insured or employees of the Insured in the conduct of the professional services as defined in the 'Professional Services Covered' endorsement only. The total liability of the Company is limited to a maximum of \$500,000 in the aggregate for all Claims under Section 3.2(b) of the Policy.
2. The Company shall not be liable for any Claim or Claims made upon the Insured and/or executive director, or councillors or advisory councillors of the Insured for any loss or losses sustained by members and associate members as a consequence of:
 - d) insolvency of the Insured or as a result of any levy being imposed upon the members or associate members by the Insured.
 - dii) Corporate mismanagement acting "ultra vires" of the constitution and rules of the Insured.
3. The Company shall not be liable for any Claim or Claims made upon the Insured arising out of any activities of the Insured or any associated or subsidiary organisation of the Insured involving insurance, finance, investment or real estate activities.

In all other respects the Policy shall remain unaltered.



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