Arthur J. Gallagher Sports Insurance
Product Disclosure Statement and Policy Wording

Underwritten By:

LLOYDS

Arthur J. Gallagher
BUSINESS WITHOUT BARRIERS™
Incorporating OAMPS Insurance Brokers
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INTRODUCTION

Welcome to the Arthur J. Gallagher Sports Insurance policy.

This Sports Insurance policy consists of a certificate and this Product Disclosure Statement & policy wording. It is important that the certificate and the policy Wording are read together.

We urge you to read them to make sure that they give you the protection you want. If they do not meet your needs, please contact the insurance broker that arranged your cover.

The policy Wording comprises of three sections:

1) Product Disclosure Statement for Section 1. Sports Injury
3) Policy Terms and Conditions for all sections

The certificate will show you what:

a) Sections are in force
b) Amounts of cover you have
c) Optional Extras you have chosen
d) Excesses your insurer may have imposed
e) Special terms your insurer may have imposed.

Please tell your broker if your needs or circumstances change. They may be able to arrange for your insurer to change your policy to meet your new needs. Please note that your insurer has relied on the truth of what you told them in the application in giving you this cover. This policy wording document is important so please keep it in a safe place with your certificate.
PRODUCT DISCLOSURE STATEMENT

This part of the document is a Product Disclosure Statement (PDS) for Section 1. Sports Injury of your Sports Insurance policy.

The purpose of this PDS is to provide you with sufficient information to allow you to compare this with other policies you may be considering and to make an informed decision on whether cover offered meets your requirements. Pursuant to the Corporations Act 2001, we are required to provide you with a copy of this PDS if you are defined as a retail client within the Corporations Act 2001. A retail client is defined as a small business or individual. We have provided you with a copy of the PDS as we may not be certain whether you are a retail client at the inception of the policy.

This PDS sets out the significant benefits, terms, conditions, exclusions, cost of the policy, how the premium is calculated, your duty of disclosure to us, your rights, how you can cancel your policy and other important information offered in this Sports Injury cover.

You should read the PDS and policy wording carefully for full details of the terms, conditions and limitations of the insurance cover. Please note that certain words have special meanings and these words are shown in bold and are set out in the definitions sections contained in this PDS and policy wording.

This PDS is dated 24 December 2015. (ref: v1.15 010814) and is issued by:

Offshore Market Placements (Australia)
289 Wellington Parade South
East Melbourne, Victoria, 3002
Australia
Phone: 03 9412 1555
Fax: 03 9412 1601
Email: omp@ajg.com.au
Web: www.ajg.com.au

About the Insurer

About Offshore Market Placements (Australia)

Offshore Market Placements (Australia) has developed this Arthur J. Gallagher Sports Insurance policy wording which is insured by Mitsui Sumitomo Underwriting at Lloyd’s Limited (Managing Agent of MIT Syndicate 3210).

Offshore Market Placements (Australia) has the authority from by Mitsui Sumitomo Underwriting at Lloyd’s Limited (Managing Agent of MIT Syndicate 3210) to arrange, enter into/bind and administer this insurance.

We will be acting as the agent of Mitsui Sumitomo Underwriting at Lloyd’s Limited and not as your agent.

In providing any financial services Offshore Market Placements (Australia) acts as an underwriting agent under Arthur J. Gallagher & Co (Aus) Limited AFS License 238312.

Our contact details are:

Offshore Market Placements (Australia)
289 Wellington Parade South
East Melbourne
Victoria 3002 Australia
Telephone: +61 3 9412 1555
www.ajg.com.au

About Certain Underwriters at Lloyd’s

Lloyd’s is the world’s specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. It is often the first to insure emerging, unusual and complex risks.

Around 80 syndicates are underwriting insurance at Lloyd’s, covering all classes of business. Together Lloyd’s interact with thousands of brokers daily to create insurance solutions for businesses in over 200 countries and territories around the world. Lloyd’s insures the majority of FTSE 100 and Dow Jones industrial average companies.
Lloyd’s enjoys strong financial security supported by excellent ratings. Visit www.lloyds.com for more information. Lloyd’s is a member of the Insurance Council of Australia and is party to the General Insurance Code of Practice (the Code). The Code raises service standards, improves the way that claims and complaints are handled and helps people better understand how general insurance works. You can obtain a copy of the Code at www.codeofpractice.com.au

Lloyd’s is regulated by the Australian Prudential Regulation Authority (APRA) which is the prudential regulator of the Australian financial services industry www.apra.gov.au

Lloyd’s Australia contact details are: Level 21, Angel Place
123 Pitt Street
Sydney, NSW, 2000
Phone: 02 9223 1433

You should contact Offshore Market Placements (Australia) in the first instance in relation to this insurance.

About this Sports Injury Insurance

Cover

The Sports Injury cover provides certain benefits to your members for accidental death, injury or disability caused by an injury happening during certain sporting events arranged by you or your sporting association within the period of insurance. For a full description of the events which are covered, please see Section 1, ‘What your members are covered for’, however the events covered include when members are:

• taking part in training, a competition, game or performance or attending a social function or training session.
• taking part in fundraising or volunteer activity.
• travelling to or from a competition, game, performance, social function, training session or administrative activity or staying away from home for these purposes.

Significant Benefits

The policy has a number of significant benefits. For full details of all benefits and limits you should read the certificate which outlines the sums insured and the coverage sections and tables of insured events contained within the PDS and policy Wording. Some of the significant benefits are:

• Death – the estate of a member who dies as a result of an accident covered by this insurance will receive a fixed percentage of the Capital Sum Insured listed in the certificate if the death takes place within 365 days of the accident that caused it.

• Permanent Disability – a member who is injured as a result of an event covered by this insurance will receive a fixed percentage of the Capital sum insured listed in the certificate if the disability takes place within 365 days of the accident that caused it occurring.

• Weekly Benefits – a member will receive up to a weekly sum insured if a disability or injury caused by an accident covered by this insurance stops a member doing what they were capable of doing by training or experience to earn income.

Additional Benefits

The following additional benefits are also included within the certificate and the schedule sets out a summary of the main additional benefits available as a result of a covered injury. Please read the policy wording for a full description of the benefits and when they may apply.

• Funeral Expenses
• Student Help if the member is a full time student
• Medical and Dental Costs
• Home Nursing Care
• Non Medical Expenses
• Rehabilitation Benefits
• Home Nursing Care
• Miscarriage and Premature Birth

General Advice

Any advice we provide or that is contained within this PDS, policy wording or other accompanying documentation is general advice and does not take into account your personal objectives, financial objectives or needs. Because of this you should decide if it is right for you by considering the information contained in this document carefully.

Other Factors to Consider before taking out This Insurance

The policy contains a number of general exclusion, terms and conditions, as well as limits and sub limits that you should be aware of when considering whether to purchase this policy.

Significant Risks: Exclusions

The policy will not provide insurance cover under certain circumstances. For example, your Insurer will not pay for:

• more than one disability for each accident.
• a medical condition that was known or ought reasonably to have been known to the member before the period of insurance
• a heart condition, stroke or other cardiovascular condition if the member is over 35 years of age
• an infection unless it can be shown that it was acquired as a result of direct contact while the member was taking part in a competition, game, performance or training
• a member taking part in snow and ice sports, water skiing, or racing (other than racing on foot) unless it is the sport for which you are covered
• a member being under the influence of or addicted to a drug or an intoxicating liquor
• a member taking a performance enhancing drug.

Full details of the exclusions appear in the policy wording in the General Exclusions and in the specific exclusions in Section 1. You should read the policy wording and make yourself aware of all the exclusions that apply.

Conditions

You must meet certain conditions for your insurance cover to apply. For example, you must pay the premium by the due date. Conditions of cover are shown in the ‘General Conditions’ section and in Section 1. You should make yourself aware of all the conditions that apply by reading the policy wording.

Limits of Cover

Our liability is limited to the amount shown in the certificate that we will issue to you. You need to decide if the limits of cover are appropriate for you. If they are not, you may be underinsured and have to bear part of any loss yourself.
Excesses & Waiting Periods

Excesses and waiting periods are applicable to any claim that your member makes under the Sports Injury section of the policy. The excesses and waiting periods applicable will be shown on the certificate.

The standard excesses your members may be required to pay or the applicable waiting periods are:

Medical and Dental costs – your members may be required to contribute towards the cost of any claimable medical treatment. The amount your members may be required to pay will vary and will be determined by your individual circumstances. The amount will be shown on the Certificate. In addition to this amount, your members may be required to pay an excess of $50 when they make a claim for this additional benefit if they do not have private health insurance.

Weekly Benefits – a waiting period of 7 days may apply.

Student Help – a waiting period of 7 days may apply.

Home Help – a waiting period of 7 days may apply.

Home Nursing Care – a waiting period of 7 days may apply.

Your insurer may at its discretion increase any of the excesses or waiting periods listed above based on your insurer’s overall assessment of the risk and your claims or loss history. If your insurer increases any of the above listed excesses or waiting periods, this will be shown on your certificate.

Cost of Your Policy

The amount that your insurer charges you for this insurance when you first acquire your policy and when you renew your policy is called the premium. The premium is the total that your insurer calculates when considering all of the factors which make up the risk, such as:

- the type of cover you choose
- the amount of benefit chosen
- your individual circumstances, including matters such as the Sport which your club plays.

The total cost of your policy is shown in dollars on your certificate and is made up of your premium plus Government Taxes such as, GST, Stamp Duty and Fire Service Fees. Other applicable fees and charges can be found on page 8.

Your insurer expects that you pay your premium by the due date. You can pay by BPay, Credit Card, Cash, Cheque or premium Funding.

Your premium is calculated based on your specific risk profile which may include the sums insured, age or previous insurance history.

What happens if you do not pay the cost of your policy by the due date?

Your insurer will have the right to cancel your policy if you do not pay your premium by the due date or if your payment method is dishonored and therefore Your Insurer has not received your payment by the due date, unless this is no fault of your own. Unless your insurer tells you, any payment reminder your insurer sends does not change the expiry of your cover or the due date of your premium.

Paying By Installments

- Where you pay your premium by installments:
  - Your insurer will not pay any claim if at the time the incident giving rise to the claim occurred, at least one installment of premium remained unpaid for 14 days or more;
  - if any installment of premium has remained unpaid for 30 days, the policy will come to an end without notice to you.
- In the event of a claim, any balance of the annual premium will become due before settlement of the claim. Alternatively, it may be deducted from the settlement of your claim.
• If the financial institution holding your account return or dishonor a direct debit payment due to lack of funds in your account, your insurer will charge you for any direct or indirect costs which your insurer incurs arising from the payment being returned or dishonored.

Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of your insurance policy include:

| Cancellation Fee | You may cancel your policy at any time. If you choose to cancel your policy your insurer will retain a portion of premium which relates to the period for which you have been insured. Your insurer will refund the residue for the unexpired period, less any non-refundable government taxes or charges or provided that: • no event has occurred where liability arises under the policy; and • you pay the applicable cancellation fee. For details of your cancellation fee please refer to your Financial Services Guide (FSG), Statement of Advice (SOA) or contact your broker or insurance intermediary directly. |
| Monthly Instalment Fee | If you choose to pay your premium in monthly instalments you may incur a monthly instalment fee. For details of your monthly instalment fee please refer to your FSG, SOA or contact your broker or insurance intermediary directly. |
| Administration Fee | Your broker or insurance intermediary may charge an administration fee for issuing your policy documentation. For details of your administration fee please refer to your FSG, SOA or contact your broker or insurance intermediary directly. |
| Commissions | Your broker or insurance intermediary may receive a commission payment from the insurer when your policy is issued and renewed. If you cancel your policy, this commission payment may be non-refundable. For details of the relevant commission paid, please refer to your FSG, SOA or contact your broker or insurance intermediary directly. |

Duty of Disclosure for The Sports Injury Section Of The Policy

Your Duty of Disclosure before you enter into your policy

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions. You have this duty until we agree to insure you.

Your duty of disclosure before renewal

Before you renew this contract of insurance, you have a duty of disclosure under the Insurance Contracts Act 1984. If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions. Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

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

You have this duty until we agree to renew the contract.

If you do not tell us something (before you enter into your policy and before renewal)

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

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

There is a 21 day cooling off period. If you are not completely satisfied with your policy you can cancel it by contacting us in writing within 21 days of the date of issue of your policy. We will refund your premium less any nonrefundable government charges and taxes that we have paid. You do not have a right to cancel your policy if you make a claim for any incident within the 21 day period.

For cancellation rights after the 21 day period, please read ‘Cancelling your policy’ in General Conditions.

Making a Claim

Should an incident occur which may give rise to a claim under this policy, you should notify us in writing as soon as reasonably practical after the date of occurrence and within the period of insurance. Specific details can be found on your policy certificate.

Dispute Resolution

Any enquiry or complaint relating to this Insurance should be referred to Offshore Market Placements (Australia) in the first instance. We will endeavor to deal with your complaint within 15 days provided we have all of the necessary information and have completed any investigation required.

In the unlikely event that this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd’s Underwriters’ General Representative in Australia
Suite2, Level 21
Angel Place
123 Pitt Street
Sydney NSW 2000

Telephone Number: (02) 9223 1433
Facsimile Number: (02) 9223 1466
Email: idraustralia@lloyds.com

Lloyd’s will acknowledge your complaint in writing within 5 business days of receipt.

If your dispute remains unresolved you may be referred to the Financial Ombudsman Service Limited under the terms of the General Insurance Code of Practice. For further details please contact:

Financial Ombudsman Service
GPO Box 3
Melbourne VIC 3001

Telephone Number: 1300 78 08 08
Website: www.fos.org.au
Email: info@fos.org.au

For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd’s Underwriters General Representative in Australia at the address above.
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.) when collecting and handling your personal information.

Offshore Market Placements (Australia) and Lloyd’s have developed a privacy policy that explains the 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 will only disclose and use your personal information for a purpose you would reasonably expect.

We may need to disclose personal information to our reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, 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. We may disclose personal information to people listed as co-insured on your policy and to family members or agents authorized by you. We may disclose information to organisations that conduct customer service surveys on our behalf. We will request your consent to any other purpose.

By providing your personal information to us, you 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.

You also have the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge.

For further information about our privacy policy or to access or correct your personal information, please contact:

General Manager
Offshore Market Placements (Australia)
289 Wellington Parade South
East Melbourne
Victoria 3002
Australia

Phone: 03 9412 1555
Email: omp@ajg.com.au

We may change our privacy statement from time to time. The current version is available on our website located at www.ajg.com.au or you may request that we provide you with a copy by post, email or other form. We do not charge for this service.
GENERAL INFORMATION

This part of the document provides you with general information about Section 2. Sports Liability and Section 3. Professional Indemnity.

Duty of Disclosure – What You Must Tell Us

Under the Insurance Contracts Act 1984, you have a Duty of Disclosure. You are required before you enter into, 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.

What you do not have to tell us

You do not have to tell us about any matter that:

(a) diminishes the risk;
(b) is of common knowledge;
(c) we know or should know in the ordinary course of our business as an Insurer; or
(d) we indicate we do now 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.

Section 3 Professional Indemnity – Claims Made and Notified

Your insurer will not cover you for claims that arise from:

a) A breach of duty that occurred before the retroactive date.

b) Facts that you were aware of before this policy began.

If during the period of insurance you become aware of a claim or facts that may lead to a claim you must tell your Insurer about them as soon as you can during the same period of insurance. If you:

a) Do, your insurer may pay the claim even if it is made after the period of insurance. This does not apply to a breach of duty that occurred before the retroactive date.

b) Do not, your insurer may not pay any resulting claim.

Your Professional Indemnity insurance is issued on a “Claims Made and Notified” basis. Subject to its terms and conditions, the policy will cover your civil liability for a Breach of Duty arising from any claim first made against you during the period of insurance. This means that “Your Agreement to Cover You” clause responds to:

a) claims first made against you during the period of insurance and notified to your Insurer during the period of insurance, provided that you were not aware at any time prior to the start of the policy of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/her;

b) Section 40 (3) of the Insurance Contracts Act 1984 however, provides that an insurer cannot refuse to pay a claim by reason only that the claim was made after the expiration date of the policy in circumstances where you gave notice in writing to the insurer of facts that might give rise to a claim as soon as was reasonably practicable after you became aware of those facts but before the end of the period of insurance.

The policy however, will NOT cover your civil liability for a breach of duty arising from any claim:

a) first made prior to the start date of the policy; or

b) directly or indirectly based upon, or attributable to, or in consequence of, any incident, occurrence, fact or matter known to you prior to the start date of the policy and which you knew, or ought to reasonably have known, had the potential to give rise to a claim under the policy; or
c) directly or indirectly based upon, or attributable to, or in consequence of any fact, matter, circumstance or occurrence which has been notified under any other insurance which you had or which started prior to the start date of the policy.

d) if the Breach of Duty giving rise to the claim occurred prior to the retroactive date.

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.) when collecting and handling your personal information.

Offshore Market Placements (Australia) and Lloyd’s have developed a privacy policy that explains the 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 will only disclose and use your personal information for a purpose you would reasonably expect.

We may need to disclose personal information to our reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, 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. We may disclose personal information to people listed as co-insured on your policy and to family members or agents authorized by you. We may disclose information to organisations that conduct customer service surveys on our behalf. We will request your consent to any other purpose.

By providing your personal information to us, you 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.

You also have the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge.

For further information about our privacy policy or to access or correct your personal information, please contact:

General Manager
Offshore Market Placements (Australia)
289 Wellington Parade South
East Melbourne
Victoria 3002
Australia

Phone: 03 9412 1555
Email: omp@ajg.com.au

We may change our privacy statement from time to time. The current version is available on our website located at www.ajg.com.au or you may request that we provide you with a copy by post, email or other form. We do not charge for this service.

The General Insurance Code of Practice

Lloyd’s is a signatory to the General Insurance Code of Practice.

The code aims to:

Promote more informed relations between insurers and their customers; and improve consumer confidence in the general insurance industry.

Provide better mechanisms for the resolution of complaints and disputes between insurers and their customers.

Commit insurers and the professionals they rely upon to higher standards of customer service.

For information about the code you may contact Offshore Market Placements (Australia) or the Financial Ombudsman Service on 1300 78 08 08 or www.codeofpractice.com.au
Internal Dispute Resolution

Any enquiry or complaint relating to this Insurance should be referred to us in the first instance. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

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

Telephone Number: (02) 9223 1433
Facsimile Number: (02) 9223 1466

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

Service of Suit Clause (Australia)

The Underwriters hereon agree that:

(i) In the event of a dispute arising under this policy, underwriters at the request of the insured (or reinsured) will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such court.

(ii) Any summons notice or process to be served upon the underwriters may be served upon:

Lloyd’s Underwriters’ General Representative in Australia
Level 21, Angel Place
123 Pitt Street
Sydney NSW 2000

Who has the authority to accept service and to enter an appearance on underwriters’ behalf, and who is directed at the request of the insured to give a written undertaking to the insured that he will enter an appearance on Underwriters’ behalf

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

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 certificate or any renewal period.

The amount of any deductible that applies to your policy will be shown on your policy certificate.

Your Policy

Your Arthur J. Gallagher Sports Insurance policy consists of the policy terms & conditions in this PDS and policy Wording and the policy certificate 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 services provider. The address and telephone number of Offshore Market Placements (Australia) is on your policy certificate.

You should keep your policy document and policy certificate together in a safe and convenient place, for future reference.

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 unless there is no fault of your own.
Preventing Our Right Of Recovery

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this policy we will not cover you under this policy for that loss, damage or liability.

How Goods & Services Tax Affects Any Payments We Make

The amount of premium payable by you for this policy includes an amount for the GST on the premium.

When we pay a claim, your GST status will determine the amount we pay.

When you are not registered for GST, The amount we pay is the limit of liability or the other limits of insurance cover, including GST.

When you are registered for GST, we will pay the limit of liability of 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 that is Insured under the policy), we will pay for the GST amount.

We will reduce the GST amount we pay, by the amount of any input tax credits ("ITC") to which you are or would be entitled if you made a relevant acquisition. In these circumstances, the ITC may be claimable through your business activity statement ("BAS").

You must advise us of your correct Australian business number and taxable percentage.

Any GST liability arising from your incorrect advice is payable by you. Where the settlement of your claim is less than the limit of liability or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for ITC) 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 by reference to the GST - exclusive amount of any supply made by any business of yours that is relevant to your claim.

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

Taxable percentage is your entitlement to an ITC on your premium as a percentage of the total GST on that premium.
The Policy: Agreement to Cover You

Your Insurers Agreement To Cover You

Your insurer agrees to give you the cover that is shown in this policy and in your certificate for:

Section 1 Sports Injury

• If Section 1 is shown as being chosen by you in the certificate
• For the Period of Insurance that is shown in the certificate
• When an event causing a claim takes place during the period of insurance for which you have paid or agreed to pay the premium.

Section 2 Sports Liability

• If Section 2 is shown as being chosen by you in the certificate
• For the period of insurance that is shown in the certificate
• When an event causing a claim takes place during the period of insurance for which you have paid or agreed to pay the premium.

Section 3 Professional Indemnity

• If Section 3 is shown as being chosen by you in the certificate.
• This section is “claims made” cover. Refer to page 11 Section 3 Professional Indemnity – Claims Made and Notified.
• For the period of insurance that is shown in the certificate for which you have paid or agreed to pay the premium.
• When a claim for a breach of duty is first made against you during the period of insurance and you tell your insurer about it during the same period
• If facts that may lead to a claim for a breach of duty:
  a) First come to your notice during the period of insurance; and
  b) You elect to tell your insurer about them during the same period; then when a claim is made it will be covered under the terms of the policy that was current when you notified your insurer.
Definitions

In this PDS and policy Wording, in the application form you complete to obtain this insurance, and in the certificate each word and phrase that is shown in bold has been given a special meaning. Those meanings are shown below.

Accident means:
A sudden, unexpected external specific event which occurs at an identifiable time and place causing injury or disability which is not any sickness or disease or degenerative condition and the word accidental should be construed accordingly.

Act of Terrorism means:
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;
- involves damage to property;
- endangers life other than that of the person committing the action;
- 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.

Advertising Liability means:
- Infringement of patent, copyright, design or title or slogan;
- Infringement of trademark, trade name or service mark but only where used in connection with goods or services sold or offered for sale or advertised;
- Any invasion or right of privacy;
- Piracy or unfair competition or idea misappropriation under an implied contract; where this is done unknowingly and unintentionally by you and is committed or alleged to have been committed during the period of cover in any publicity article, advertisement, broadcast or telecast and arising out of your advertising activities.

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

Application means:
The form completed by you giving answers, particulars and statements in respect of the insurance required by you.

Breach Of Duty means:
A breach of your duty that arises from an:

1. Act;
2. Error; or
3. Omission;

that you commit while you are acting in your professional capacity.

Business means:
The business, trade or occupation specified in the certificate. This definition only applies if the certificate shows that you have ‘business cover’.

Certificate means:
The Sports Insurance policy certificate that your Insurer has issued. This certificate is part of this policy. It will show the cover that you have chosen plus any excess or special term that your Insurer has imposed.

Corporations Act 2001
The Corporations Act 2001 is the principal legislation regulating companies in Australia. It regulates matters such as the formation and operation of companies (in conjunction with a constitution that may be adopted by a company), duties of officers, takeovers and fundraising.
Dependent Children means:
  a) Unmarried children under the age of 20 years who are still living at home; or
  b) Children under 25 years that are full time students; who are entirely dependent on the member at the time of the accident.

Electronic Data means:
Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

Employee means:
Any person employed under a contract of service by you but does not include a director, principal, partner, consultant, contractor, subcontractor or agent of yours.

Excess means:
The amount that your Insurer will deduct from a claim settlement. This amount of excess applicable to each section of cover and benefits is shown in the certificate. Any costs and expenses incurred by you in the investigation, settlement or defence of any claim for compensation are included in the excess amount.

Income means:
Earnings from personal exertion net of expenses but before personal and income tax deductions and excluding bonuses, commissions, overtime payments or other allowances.

Limit of Indemnity (this applies to claims made against you) means:
The amount that is shown in the certificate. This amount is the most that your Insurer will pay for any:

1. Occurrence, or
2. Breach of duty.

Please Note
Your insurer will only pay up to the greatest Limit Of Indemnity when a claim can be paid under:

a) More than one section of this policy; or
b) Another policy that we have issued to you;

The limits of indemnity may not be combined.

Member(s) means:
a) Any of your registered members or social members of your business or club or any of your volunteers (but not your Employees) but only whilst acting in connection with the business or club activities and whilst conforming to club rules and by-laws. Where the person claiming indemnity under this sub-clause is entitled to indemnity under any other policy of insurance, the indemnity granted herein will only apply in respect of any amount in excess of that provided by such policy.

b) Players, coaches, managers, referees, team workers, officials and other personnel who are engaged in and appropriately registered for the purpose of participating in the sport named in the certificate or who are engaged in sporting activities in the conduct of the business.

Occurrence means: An event that you do not expect or you do not intend to happen.

Please Note
A series of events will be treated as one event, if they arise from:
a) One cause; or
b) Continuous or repeated exposure to substantially the same general conditions.

Period of Insurance means:
The period specified in the certificate.
Permanent means:
This special meaning is for Section 1 only:

Having lasted 365 consecutive days and at the expiry of that period, is certified by a legally qualified medical practitioner as being beyond hope of improvement.

Personal Injury means (This specific meaning is for Section 2 only):
1. Death, bodily injury, disability, disease, sickness, shock, fright, mental anguish and mental injury.
2. The effects of:
   a) Assault or battery that is not committed by you or at your direction
   b) Assault or battery that is due to you using, or someone at your direction using, reasonable force necessary to prevent harm to a person or property
   c) Eviction
   d) False arrest, wrongful restraint, wrongful eviction, denial of liberty, malicious prosecution and humiliation
   e) Libel, slander, defamation of character or invasion of right of privacy
   f) Malicious prosecution
   g) Wrongful entry.

Policy means:
Is the contract between the insurer and the insured which determines the claims which the insurer is legally required to pay.

Pollutants means:
Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Premium means:
The amount payable by you for the insurance provided by your insurer under this policy including all applicable taxes, duties and imposts.

Product means:
Anything or things (including any packaging, containers, directions, markings, instructions, warnings or specifications) manufactured or deemed manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by you or on your behalf in the course of your Sport after physical possession has been passed to others.

Product Disclosure Statement or PDS means:
A Document prepared by, or on behalf of, the product issuer which contains all the information about the product including the name and address of the issuer (the insurer), significant benefits, cost, terms and conditions, cooling off period and the dispute resolution process.

Products Liability means:
Liability for personal injury or property damage arising out of your products after physical possession of your product has been passed to others.

Property Damage means:
a) Physical loss, destruction or damage to tangible property, including loss of use of that property at any time resulting there from; or
b) Loss of use of tangible property not physically lost, destroyed or damaged where such loss of use results from physical loss, destruction or damage to other tangible property.

Retroactive Date means:
The date before which no breach of duty is covered. This date is shown in the certificate.

Sum Insured means:
The amount of any benefit payable under Section 1 for which a member is covered. These amounts are shown in the certificate.
Vehicle means:
Any machine on wheels or self-laid tracks, designed to be propelled by other than manual or animal power and any trailer or other attachment designed to be drawn by any such machine but not including an aircraft or watercraft.

Waiting Period means:
The time in days when your insurer will not pay the daily or weekly sum insured. This time is shown in the certificate. It starts on the day that the member seeks medical treatment after an accident.

Watercraft means:
any vessel, craft, device or thing designed to float on or in water or to travel on or through water.

Insurer, Insurers, coverholder, their, they, us, we, our means:
Offshore Market Placements (Australia) acting as an underwriting agent under Arthur J. Gallagher & Co (Aus) Limited AFS License 238312 for and on behalf of by Mitsui Sumitomo Underwriting at Lloyd’s Limited (Managing Agent of MIT Syndicate 3210).

You, your, yours means:
Each person or legal entity that is shown by name in the certificate as 'The Insured'.

1. Under Section 2. Sports Liability, you, your, yours is extended to include:
   a) Any director or employee. They are covered when they are acting for you in that position.
   b) Any member, player, coach or official of your business, club, league or association. They are covered when they are engaged in any legal activity that is connected with that business, club, league or association. If the certificate shows that you have 'business cover', this definition does not include members or players of your business.
   c) Any member of a social club formed with your consent for your employees. They are covered when they are engaged in any legal activity that is connected with that club.
   d) Any voluntary worker. They are covered when they are acting for you.
   e) Your landlord. The cover is for when your landlord is liable for your negligence. It is limited to liability that is imposed by a written lease or written agreement. Liability must arise solely out of an occurrence connected with your occupation of the premises leased from that landlord.

2. Under Section 3. Professional Indemnity the meaning of you, your, yours is extended to include:
A qualified person whom you have appointed to:
   a) coach or train your members.
   b) umpire or referee at a competition, game or performance.
   c) officiate at a competition, game or performance.

Such a person is covered while they are acting in that position for you at events arranged by you or your business or sporting association.

Your Sport means:
The Sport of your business, club, league or association specified in the certificate and includes all official activities connected with the sport.
Making a Claim

How to Claim

If you become aware of an event that may lead to a claim, you must:

1. Tell your insurer about it as soon as you can.
2. Within the next 30 days give your insurer in writing full details of the event. This must include all proofs for which we may ask.
3. Tell the police as soon as you can if you think the claim was due to a crime.
4. Take all reasonable steps to stop further:
   a) Loss or damage
   b) Loss of use of property
   c) Injury.
5. Send your insurer as soon as you can any demand or legal notice that you may get.
6. Tell your insurer as soon as you can after you know that a claim or legal action may be made or taken against you.
7. Tell your insurer as soon as you can after you know that an inquest or enquiry will or may be held about an event that may result in a claim under this policy.
8. Give your insurer all the help that they need to:
   a) Assess, investigate or settle a claim
   b) Defend a claim made against you
   c) Make a recovery.

Who Controls Claims

Your insurer controls all claims.

1. Unless we agree in writing you must not:
   a) Admit, deny, negotiate, settle or in any way compromise a claim
   b) Incur any costs in making good any damage
   c) Incur legal costs for a claim.
2. Your insurer will be entitled to:
   a) Enter the premises where the loss or damage has taken place
   b) Take legal action at our expense in your name. Conduct, control or compromise any such action. If they make a recovery you are only entitled to the amount that exceeds the amount we have paid or admitted including our costs
   c) Represent you or any other person who may be entitled to claim under this policy at any inquest or official enquiry
3. Your insurer will not insist on making or defending a claim in court in your name if Senior Counsel advises that:
   a) There is little or no reasonable chance of winning
   b) The cost of such an action could not be justified
   c) There is little or no reasonable chance of recovering damages and costs from the other party.

Your insurer will consult you about the appointment of the Senior Counsel. We will pay the cost of the counsel.

Discharge of Liabilities
   a) Your insurer may at any time pay to you, or on your behalf, in respect of any claim:
      i. the amount of the limit of indemnity; or
      ii. any lesser sum for which the claim can be settled after deduction of any sum already paid as compensation in respect of the claim.
   b) Upon the payment set out in paragraph (a), your insurer will relinquish control of the claim and be under no further liability under this policy in connection with the claim except for costs, charges and expenses:
      i. recoverable from you in respect of the period prior to the date of the payment, whether or not pursuant to an order made subsequently; and
      ii. incurred by your insurer or incurred by you with your insurer’s written consent prior to the date of the payment.
   c) Your insurer will not pay for any claim or judgment or defend any claim after the limit of indemnity has been exhausted.

It is general practice for you to report claims to your insurer through your insurance broker, who should assist you with the handling of the claim.
General Conditions

Cancelling Your Policy

You or your insurance broker may cancel this **policy** at any time by notifying us in writing that you wish to cancel your policy. The cancellation will take effect from the date we receive such notice in writing.

We may cancel the policy in any of the circumstances set out in, and in the manner allowed by, the Insurance Contracts Act 1984. We will advise you in writing if the policy is cancelled by us.

We will refund the premium for the unused policy Period, if you or we cancel the policy and you have not made a claim under the policy. If a claim has been made, or anything has occurred for which a claim is payable, no refund will be given.

In the event of cancellation please ensure that your members are informed that their entitlements have ceased. Accordingly you are required to take reasonable steps to ensure your members are kept up to date about the status of this insurance contract.

If Things Change

After your insurer has agreed to cover you and while you are covered you must tell them of all changes that may increase the chances of a claim. In particular you must tell them, if:

1. Your business, club, league or association varies the scope of what it does.
2. Your business, club or league loses its affiliation with your sport’s governing body.

If things do change your insurer may agree to vary the policy. Unless they agree to such changes we:

a) Can cancel the policy; or
b) May refuse to pay a claim.

If You are Covered by Another Policy

When there is a claim you must tell your insurer if there is any other insurance policy that may give full or partial cover for the event claimed.

If You Pay the Premium by Installments

If an installment premium is not paid within 31 days of becoming due your Insurer may:

1. Not pay a claim that takes place 31 days after the installment was due.
2. Cancel your policy.

Your certificate will show if your premium is paid by installments.

Premium Adjustments

If the first or renewal premium for this policy is calculated on information and estimates furnished by you, you must:

1. keep an accurate record containing all relevant particulars and allow your Insurer, our agents and representatives, to inspect them at all times; and
2. within two months of the end of each period of insurance furnish them to your Insurer.

Based on this information provided the premium for your insurance may be adjusted.

Your Insurer’s Rights

Unless your insurers give our consent to a change in writing:

1. The terms in this policy will bind all parties.
2. We will not give up any of our rights.
Taking Care

You must:

1. Take all reasonable care to prevent loss, damage or injury.
2. Comply with all laws and regulations, by laws and ordinances.

Transfer of this Policy

No interest in this policy can be transferred unless your insurer gives their consent in writing. These exclusions apply to all sections of this policy.
What's Not Covered

Your insurer will not pay for any claims for the following:

1. Alteration, Additions and Construction

caused by or arising directly or indirectly out of or in connection with the construction, erection, demolition, underpinning, weakening or removal of support, alteration or installation work by you or on your behalf except to a facility owned or occupied by you for the purpose of your Sport or your Business or sporting association where the total cost of all work is less than $100,000.

2. Sanctions Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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3. Contractual Liabilities

assumed by you under any contract or agreement except where the liability would have been implied by law in the absence of the contract or agreement.

Please tell your insurer if you have agreed to:

a) Accept Liability; or

b) Limit or exclude your rights of recovery. They may be able to cover you.

Such cover will:

a) Be limited to specific agreements; and

b) Cost more.

4. Employer's Liability

imposed or implied by or covered under:

a) any workers compensation act or any other similar law, act or ordinance relating to compensation for injury to any person employed by you or deemed by law to be employed by you;

b) any industrial award, agreement or determination or any contract of employment or workplace agreement, to the extent that you would not have been liable in the absence of that award, agreement, determination or contract; or

c) any law relating to wrongful or unfair dismissal, denial of natural justice, defamation, false or misleading conduct or advertising, misrepresentation, harassment or discrimination in respect of employment by you.

5. Fines and Penalties

for fines, penalties, liquidated, aggravated, exemplary or punitive damages.

Fraudulent and Intentional Conduct

cauised by or arising directly or indirectly out of or in connection with:

a) dishonest, fraudulent, criminal or malicious conduct;

b) wilful breach of statute; or

c) conduct intended to cause personal injury or property damage (or conduct with reckless disregard for personal injury or property damage) by you or anyone acting on your behalf or with your knowledge or connivance.
6. Molestation
caused by or arising directly or indirectly out of or in connection with the molestation of, or physical or psychological interference with, any person.

7. Money and Securities
for loss or damage to cash, securities, bullion, gold or negotiable instruments owned by you or for which you have assumed a responsibility.

Pollution
for:

a) **Personal injury** or **property damage** or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the actual, alleged or threatened discharge, dispersal, release, seepage, migration, emission or escape of **pollutants**; or

b) the cost of testing, monitoring, containing, removing, nullifying or cleaning up **pollutants** except liability otherwise excluded under paragraph (a) or (b) that arises from a sudden identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place.

Your Insurer will not pay for more than the **limit of indemnity** for all claims in the aggregate occurring during any one **period of insurance**.

8. Toxic Mould
arising directly or indirectly from or relating to mould, fungus, mildew or spores. This exclusion applies to any potential, alleged or actual liabilities and agreement to defend or indemnify.

9. Vehicles
Caused by or arising directly or indirectly out of or in connection with the ownership, possession, maintenance, use or control of any **vehicle**:

a) which is registered or required to be registered by any legislation or competent authority, except where such liability is caused by:

i. the loading or unloading of any **vehicle** or the delivery or collection of goods to or from any **vehicle**, where such **personal injury** or **property damage** occurs beyond the limits of any carriageway or thoroughfare declared as a designated road; or

ii. the use of any mechanical tool or plant attached to or forming part of any **vehicle**, whilst the **vehicle** is being used at your premises or another work site for the purpose of your sport but not whilst the **vehicle** is in transit or is being used for transport or haulage; or

b) where such liability is insured or required to be insured by any legislation or competent authority.

10. Welding and Allied Processes
caused by or arising directly or indirectly out of or in connection with non-compliance by you or by others working on your behalf with all applicable laws and standards relating to welding and allied processes including, but not limited to, AS 1674.1-1997 “Safety in welding and allied processes – Fire precautions” published by Standards Australia and as amended or substituted from time to time.
Section 1 Sports Injury

Who’s Covered

Your members.

What Your Members are Covered for

Death disability or injury due to an accident happening during the period of insurance which occurs while the member is taking part in the events listed below. This includes death disability or injury due to exposure to the weather following such an accident.

Covered Events

Your members are covered when they:

1. Take part in a competition, game, performance or training session
2. Attend a social function
3. Travel to or from a competition, game, performance, social function, training session, administrative, fundraising or volunteer activity (subject to Limitation 2 in Section 1)
4. Stay away from their home to take part in a competition, game, performance, social function, training session or administrative activities
5. Are engaged in administrative, fundraising or volunteer activities.

The competitions, games, performances, social functions, training sessions, administrative, fundraising or volunteer activities must be:

1. For your sport that is shown in the certificate; and
2. Arranged by you or by your business or sporting association.

Who’s Not Covered

1. A member who fails to obtain and follow medical advice from a registered medical doctor about a condition for which a claim is made
2. A member who does not have a medical examination which your Insurer has requested. They will pay for the examination.

What’s Not Covered

These specific exclusions are in addition to the General Exclusions.

1. Death disability or injury that:
   a) Can be claimed for under workers’ or accident compensation legislation, compulsory third party cover or any other compulsory statutory scheme
   b) Is deliberately self-inflicted
   c) Takes place when a member is flying unless the member is a passenger on a licensed airline
   d) Is directly of indirectly caused or contributed to by or in consequence of stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder
2. Death disability or injury that is due to:
   a) A medical condition that was known or ought reasonably to have been known to the member before the period of insurance;
   b) A heart condition, stroke or other cardiovascular condition if the member is over 35 years of age;
   c) An infection unless it can be shown that it was acquired as a result of direct contact while the member was taking part in a competition, game, performance or training;
   d) A member taking part in snow and ice sports, water skiing, or racing (other than racing on foot) unless it is the sport for which you are covered;
   e) A member being under the influence of or addicted to a drug or an intoxicating liquor;
   f) A member taking a performance enhancing drug;
   g) Pregnancy or childbirth except as provided for in Benefit 18;
   h) A member taking part in the insured sport as a professional in that the member’s sole income is derived from participating in the sport.

How Your Insurer Pays Claims

Your insurer will pay claims covered by this section on the basis set out below. Your insurer will not pay any more than the aggregate limit of indemnity shown on the certificate for all claims by all members during the period of insurance.

The sums insured, excess or waiting period applicable to each of the following Benefits 1 to 18 is shown in the certificate.

1. Death

Your insurer will pay the capital sum insured to the estate of a member who dies as a direct result of an accident covered by this section. The death must take place within 365 days of the accident that caused it. We will not pay more than 20% of the capital sum insured if the member is under 18 years old at the time of death.
2. Permanent Disability

Your insurer will pay the member that percentage of the capital sum insured that is shown next to the disability in the table below. The disability must take place within 365 days of the accident that caused it occurring.

Schedule of Capital Benefits

Events:

1. Permanent total disablement 100%
2. Permanent paralysis of all limbs 100%
3. Permanent loss of use of two limbs 100%
4. Permanent loss of use of one limb 100%
5. Permanent total loss of sight 100%
6. Permanent total loss of sight in a eye remaining 100%
7. Permanent total loss of sight or the lens in one eye 50%
8. Permanent total loss of hearing 75%
9. Permanent total loss of hearing in one ear 25%
10. Permanent Total Loss of :
    Liver 75%
    Two kidneys 75%
    One kidney 35%
    Sexual function 45%
    Two testicles 40%
    One testicle 7.5%
    Spleen 30%
11. Permanent disfigurement to 100% of the surface of the head and neck 50%
12. Permanent disfigurement to 100% of the surface of the remainder of the body 25%
13. Permanent total loss of use of a thumb and all fingers on one hand 70%
14. Permanent total loss of use of all the fingers on one hand 40%
15. Permanent total loss of use of a thumb 30%
16. Permanent total loss of use of a thumb 15%
17. Permanent total loss of use of a finger 10%
18. Permanent total loss of use of two joints of a finger 7.5%
19. Permanent total loss of use of one joint of a finger 5%
20. Permanent total loss of use of a foot 15%
21. Permanent total loss of use of a big toe 5%
22. Permanent total loss of use of one joint of a big toe 3%
23. Permanent total loss of use of each other toe 3%
24. Broken leg or kneecap that will not join 10%
25. Shortening of a leg by at least 5 centimetres 7.5%
26. Any permanent disability or disfigurement that is not total or is not listed under Events 7 to 31, will be paid for in proportion to the degree of permanent disability as compared with the cases as listed in the certificate of Capital Benefits without taking into account the occupation of the member.

Your insurer will pay such a percentage of the capital benefit that we in our absolute discretion determine and being in our opinion not inconsistent with the compensation provided under Events 7 to 31 inclusive, limited always to a maximum of 75% of the Event 1 compensation amount.

The degree of permanent injury will be decided at 365 days after the accident.
3. Modification Expenses

If a member is:

a) insured for death, permanent disability and one of Loss of Earnings, Student or Home Help; and

b) is entitled to 100% of the benefit under Clause 2, 'permanent disability'; your insurer will pay up to the sum insured for costs necessarily incurred to modify the member's home and/or motor vehicle, or relocating to a suitable home provided that the modifications and/or relocation are certified to be necessary by a legally qualified medical practitioner.

4. Funeral Benefit

Your insurer will pay up to the funeral benefit sum insured as shown on the certificate for the funeral of a member. The death must:

a) Be covered under Clause 1. 'Death' above; and

b) Take place within 365 days of the accident that caused it occurring.

5. In Memoriam Benefit

Your Insurer will reimburse you all reasonable costs associated with observance of the death of a member up to the sum insured. The death must:

a) Be covered under Clause 1. 'Death' above; and

b) Take place within 365 days of the accident that caused it occurring.

6. Weekly Benefit

Your insurer will pay the member up to the weekly sum insured if a disability or injury caused by an accident covered by this section stops the member doing what the member was capable of doing by training or experience to earn income. The payments will be made at the end of each 4 week period.

But, they will:

a) Not pay if the member is not in paid employment at the time of the accident

b) Not pay during the waiting period or for more than the period shown in your certificate for any one accident

c) Not pay more than the average weekly income that the member earned in the 12 months directly before the accident took place. If the member was not working for the full 12 months the average will be based on the time worked. Income earned from playing or training for sport is not covered

d) Not pay until a member has seen a registered medical doctor about the disability or injury

e) Stop payments once the member is able to return to any form of work. If the member earns less solely due to the disability or injury your insurer will pay the difference. Note: Your insurer will pay benefits under only one of Sections 6 (Loss of Earnings), 7 (Student Help) or 8 (Home Help).
7. Student Help

This cover is only available for full time students. **your insurer** will pay the **member** up to the weekly **sum insured** for student help expenses incurred if a disability or injury caused by an **accident** covered by this section stops the **member** from going to **their** usual school, college or other place of learning. The payments will be made at the end of each 4 week period.

But, **your insurer** will:

a) Not pay the weekly **sum insured** during the **waiting period** or for more than the period shown in **your certificate** for any one **accident**

b) Not pay until the **member** has seen a registered medical doctor about the disability or injury

c) Only pay for help that the **member** reasonably needs and incurs to continue **their** education

d) Stop payments once the **member** can go to **their** usual place of learning without help

**Note:** **Your insurer** will pay benefits under only one of Sections 6 (Loss of Earnings), 7 (Student Help) or 8 (Home Help).

8. Home Help

**Your insurer** will only cover home help that is provided by a recognised agency. We will pay the **member** up to the weekly **sum insured** for home help expenses incurred if a disability or injury caused by an **accident** covered by this section stops the **member** from caring for themselves in their home. The payments will be made at the end of each 4 weeks period.

But, **we** will:

a) Not pay the weekly **sum insured** during the **waiting period** or for more than the period shown in **your certificate** for any one **accident**

b) Not pay until the **member** has seen a registered medical doctor about the disability or injury.

c) Only pay for the home help that the **member** reasonably needs and incurs to continue to live in **their** home.

d) Stop payments once the **member** can care for themselves at home as **they** could before the **accident**.

**Note:** **Your insurer** can pay benefits under only one of Sections 6 (weekly benefits), 7 (Student Help) or 8 (Home Help).

9. Parents’ Allowance

This cover is only available for full time students under 25 years of age. **Your insurer** will pay the custodial parents of the **member** the daily **sum insured** for Parent’s Allowance while the **member** is in hospital. The payments will be made at the end of each 4 week period. But, they will not pay:

a) Unless the **member** is in hospital because of a disability or injury caused by an **accident** covered by this section.

b) More than the **sum insured** in the **certificate** for any one **accident**.

10. Dependent Children’s Allowance

**Your Insurer** will reimburse up to the **sum insured** all reasonable costs incurred by the Dependent Children of a **member** as a direct result of a disability or injury caused by an **accident** covered by this section whilst the **member** is undergoing medical treatment.

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11. Medical and Dental Costs

Your insurer will pay the cost of:

a) An ambulance;
b) Hospital accommodation and theatre fees;
c) Orthotics, Splints and Prosthesis;
d) Treatment given by a dentist; and
e) If given on the advice of a registered medical doctor treatment given by a chiropractor, masseur, naturopath, osteopath or physio-therapist; for the member. The costs must arise from a disability or injury caused by an accident covered by this section.

But, they will not pay:

a) For those costs that are covered by Medicare, private health insurance, a statutory insurance scheme such as workers compensation or which can only be covered by a registered health insurer. This includes those costs that the law states your insurer cannot cover, such as Medicare ‘gaps’.
b) For treatment that takes places later than 365 days after the accident unless the delay is on the advice of a registered medical doctor or dentist.
c) More than that percentage which is shown in the certificate of the amount spent.
d) More than the Medical and Dental Costs sum insured for any one disability or injury.

In addition to other benefits paid under this Medical and Dental Costs Section 12, where a member is hospitalised more than 200 kilometres from their normal place of residence for 3 days or more as a result of disability or injury caused by an accident covered by this section, your Insurer will pay up to $2,500 for cost of repatriation to a suitable medical facility of the member’s choice closer to their normal place of residence.

12. Home Nursing Care

Your insurer will reimburse a member up to the weekly sum insured for nursing care provided by a registered nurse who is not related to the member where they are confined to bed for a period of not less than 7 days as certified necessary by their legally qualified medical practitioner and necessitated as a result of disability or injury caused by an accident covered by this section. Your insurer will not pay benefits under this section:

a) for more than the period shown in your certificate;
b) where the member is confined to a bed in an institution used as a nursing or convalescent home, a geriatric ward, a mental institution, a place of rest, a rehabilitation facility or a place for the care of drug or alcohol addicts.

13. Ancillary Non Medical Expenses

Your insurer will reimburse a member up to the sum insured for ancillary non medical expenses being expenses related to medical treatment and medical practitioner and incurred as a result of disability or injury caused by an accident covered by this section. Ancillary non medical expenses includes items such as travel to receive treatment, but does not include wages lost by any person. No benefits are payable under this Ancillary Non Medical Expenses section 13 if benefits are paid under any of Section 6 (Loss of Earnings), Section 7 (Student Help) or Section 8 (Home Help).

14. Rehabilitation Benefits

a) Your insurer will reimburse a member up to the sum insured for tuition or advice fees from a licensed vocational college provided such tuition or advice is certified as necessary by a legally qualified medical practitioner and agreed to in writing by your insurer and incurred as a result of disability or injury caused by an accident covered by this section.
b) Your insurer will reimburse a member up to the sum insured for rehabilitation expenses certified as necessary by their legally qualified medical practitioner and agreed to in writing by your insurer and incurred as a result of disability or injury caused by an accident covered by this section. Rehabilitation expenses includes but is not limited to gymnasium fees or personal physical trainer fees.
15. **Unexpired Membership Reimbursement Benefit**

*Your insurer* will reimburse a member up to the sum insured for pro-rata refund of your business club’s or association’s membership/registration fee from the date of bodily injury should the member be deemed by their legally qualified medical practitioner to be unable to participate in the playing of the sport for the remainder of the season and this is as a result of disability or injury caused by an accident covered by this section.

16. **HIV Positive Benefit**

If a member becomes HIV Positive as a direct result of an accident whilst participating in your sport *your insurer* will pay 10% of the permanent total disability Benefit 1. as listed in the certificate of Capital Benefits.

17. **Miscarriage or Premature Childbirth Benefit**

If a member suffers a miscarriage or premature childbirth (up to a maximum of 26 weeks of pregnancy) as a direct result of an accident whilst participating in your sport *your insurer* will pay the member $2,500 compensation.

18. **Kidnapping**

If a member is kidnapped from a covered event, *your insurer* will pay 10% of the permanent disability benefit 1 as listed in the certificate of capital benefits.

**Limitations**

1. *Your insurer* will not pay for more than one disability for each accident. The payment will always be the greater percentage of the capital sum insured that is payable. But:

   - The permanent loss of several fingers and or a thumb will be treated as one disability with a limit of 70%. The permanent loss of several toes will be treated as one disability with a limit of 15%.

   - Any payment of the capital sum insured will be reduced by the amount already paid for loss of earnings if it is due to the same accident.

2. For an accident that occurs when travelling to or from a competition; game; performance; social function; training session; administrative, fundraising or volunteer activity the benefit *your* Insurer will pay under 1. Death or 2. Permanent Disability for Events 1 to 32 shall be limited to 20% of the capital sum insured shown in the certificate.

**Disappearance**

*Your insurer* will assume that a member died as a result of an accident, if:

a) The member disappears when the conveyance in which the member was travelling crashed, disappeared or sank; and

b) The body of that member is not found within 365 days of the crash, disappearance or sinking.

*Your insurer* will only pay Death benefits after a disappearance if the legal representatives of a member’s estate provide them with a signed undertaking that these amounts will be repaid to them if it is later discovered that a member did not die or did not die as a result of an accident covered by this section.

**Extra Benefits**

1. Double Capital sum insured *your insurer* will double the capital sum insured for a person under 12 years of age who suffers:

   a) Permanent total disablement; or

   b) Permanent paralysis of all limbs.

**Optional Extra**

1. **Loss of Earning for 104 Consecutive Weeks**

*Your insurer* will increase the limit for payments of the weekly sum insured for disability or injury caused by an accident covered by this section to 104 consecutive weeks if you have selected this optional extra and this extra is shown on the certificate.
Section 2. Sports Liability

What’s Covered

Part A General Liability

Your legal liability for:

1. Property Damage
2. Personal Injury
3. Advertising Liability.

The property damage, personal injury or advertising liability happening during the period of insurance as the result of an occurrence that is connected with your club, league or association or in the conduct of the business. It can take place either in Australia or New Zealand and anywhere else in the world excluding USA and Canada whilst conducting normal business or club activities and adhering to club rules and by-laws.

Part B Products Liability

Your legal liability for:

1. Property Damage
2. Personal Injury

The property damage or personal injury must happen during the period of insurance as a result of an occurrence that is caused by your Products. They must be supplied by you in or from Australia.

What’s Not Covered

The following specific exclusions apply to this section in addition to the General Exclusions.

Part A General Liability

Your insurer will not be liable for:

Products

Personal injury or property damage caused by your Products.

Participant to Participant Liability

A claim for personal injury caused or contributed by any member against another participant whilst both are actually participating in competitions, games, performances or training sessions of your sport unless specified as covered in the certificate.

Fire

A claim that arises out of a fire if it was deliberately lit by you or on your behalf in breach of a law regulation, by-law or ordinance.

Defective Work

For the cost of repairing, correcting, performing or improving any work or service undertaken or provided by you or on your behalf.

Underground Services

Caused by or arising directly or indirectly out of or in connection with property damage to any underground services except where you have contacted the appropriate authorities to verify the existence and location of underground services and have obtained from them a plan detailing the location of such services prior to commencement of work.
Property in Your Physical or Legal Control
for property damage to property owned, leased or hired by or under hire purchase or on loan to you or otherwise in your physical or legal care, custody or control, other than:

a) buildings and their contents at your premises, which are leased or rented or on loan to you for your sport;

b) employees’ and visitors’ clothing and personal effects;

c) Vehicles (not owned or used by you or on your behalf or liability for Vehicles not otherwise excluded by this policy) whilst in a car park owned or operated by you other than for reward;

d) other property not owned by you, leased to you, rented to you or on loan to you but temporarily and legally occupied by you or in your possession or control, however your Insurer will not indemnify you for damage to that part of such property on which you are working or have been working and which arises out of that work.

e) The limit of indemnity in respect of coverage provided under Subsection (a) to (d) is $100,000 for any one occurrence and for all claims during the period of insurance in the aggregate inclusive of all costs, expenses and interest as stated in the certificate.

Removal or Weakening of Support
Claims in respect of property damage where such property consists of land or fixed property and where such damage is caused by tunnelling, underpinning, vibration or interference with the support of that property.

Part B Products Liability
Your insurer will not be liable for:

General Liability
Any claim covered by Part A of this section.

Product Defect, Product Recall and Faulty Work
a) for property damage to your product caused by or arising directly or indirectly out of or in connection with any defect or lack of quality in your product, the harmful nature of your product or unsuitability or ineffectiveness of your product; or

b) caused by or arising directly or indirectly out of or in connection with the withdrawal, inspection, removal, reinstallation, repair, replacement or loss of use of your product, or of any property of which your product forms a part, if your product is recalled from the market or from use because of any known or suspected defect or deficiency in it.

Design
caus ed by or arising directly or indirectly out of or in connection with the design, plan, formula or specification of your product or any instructions, warnings, advice or information on the characteristics, use, storage or application of your product.

Parts A and B
Your insurer will not pay for:

Communicable Diseases
Personal injury to any person arising directly or indirectly out of the contraction of AIDS or AIDS related diseases or the transmission of any communicable disease by you or any of your Employees or agents.

Aircraft and Watercraft
caus ed by or arising directly or indirectly out of or in connection with:

a) the ownership, possession, use, existence, working, navigation, operation, repair, maintenance, servicing, construction or installation by you or on your behalf of any aircraft; or

b) the ownership, possession, use, existence, working, navigation, operation, repair, maintenance, servicing, construction or installation by you or on your behalf of any watercraft (subject to Extra Benefits 2 and 3); or

c) any place or structure where aircraft are stored, maintained or used.
Defamation
caused by or arising directly or indirectly out of or in connection with publication of a libel, utterance of a slander or defamation:

a) first made prior to the period of insurance;
b) made by you or with your authority, with knowledge of its falsity or defamatory character; or
c) in any way related to advertising, broadcasting, publishing or telecasting activities conducted by you or on your behalf, including but not limited to the publication of material on the Internet unless done unknowingly and unintentionally and without your knowledge of the falsity or defamatory character.

Professional Liability
caused by or arising directly or indirectly out of or in connection with the rendering of or failure to render professional advice or service by you or on your behalf or an error or omission in connection therewith, but this exclusion does not apply to:

a) the rendering of or failure to render professional medical advice by medical persons employed by you to provide first aid and other medical services at events as outlined in Covered Events in Section 1. Sports Injury of this policy; or
b) personal injury or property damage arising from the rendering of or failure to render professional advice or service, provided such professional advice or service is not given for a fee; or
c) personal injury or property damage arising from the rendering of advice in relation to sports equipment or goods you supply to others.

Asbestos Exclusion
It is hereby understood and agreed that this policy shall not indemnify the insured for injury loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing Asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

It is hereby understood and agreed that this policy shall not indemnify the insured for any claim arising in connection with the recall or any Products due to an Asbestos health hazard.

Biological or Chemical Materials Exclusion - NMA 2962
It is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

06/02/2003

Terrorism Exclusion Endorsement - NMA 2920
Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement, an act of terrorism means an act, including but not limited to the use of force or violence and or the 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), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
War and Civil War Exclusion Clause - NMA 464
Notwithstanding anything to the contrary contained herein, this policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

1/1/1938 I Approved by Lloyd's Underwriters' Non-Marine Association

Cyber Exclusion - NMA 2915

1. Electronic Data Exclusion

   Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows:

   (a) This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

   ELECTRONIC DATA means facts, concepts and information converted to a form usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically-controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

   COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to ‘Trojan Horses’, ‘worms’ and ‘time or logic bombs’.

   (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the policy period to property insured by this policy directly caused by such listed peril.

   Listed Perils
   Fire
   Explosion

2. Electronic Data Processing Media Valuation

   Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows:

   Should electronic data processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from backup or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank media. However, this policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

25/01/2001
**Electronic Data Recognition Exclusion (EDRE) - NMA 2802**

This **policy** does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

(a) the calculation, comparison, differentiation sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or

(b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

1 7/1 2/1 997 I Form approved by Lloyd's Underwriters' Non-Marine Association Limited

**Radioactive Contamination and Explosive and Explosive Nuclear Assemblies Clause - NMA 1622**

This **policy** does not cover:

(a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss; or

(b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

04/04/1968 I Approved by Lloyd's Underwriters' Non-Marine Association

**Loss of Use**

Loss of use of tangible property (not physically lost, destroyed or damaged) caused by or arising directly or indirectly out of:

a) delay or lack of performance by you or on your behalf under any contract or agreement; or

b) the failure of your product to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by you, except for loss of use of other tangible property resulting from the sudden and accidental physical loss, destruction or damage to your product after your product has been put to use by any person or organisation other than you.

**Territorial Limit**

a) arising out of claims made or actions brought in the United States of America, Canada or their territories, protectorates, or dependencies coming within the jurisdiction of the courts of the United States of America, Canada or their territories, protectorates or dependencies; or

b) arising out of claims and actions to which the laws of the United States of America, Canada or their territories, protectorates, or dependencies apply.
How Your Insurer Pays Claims

1. Any indemnity provided by your insurer to you is provided in consideration of payment of the premium by you and is subject to the terms and conditions of this policy including the limit of indemnity and the excess.

Claim Costs

2. In addition but subject always to the clause ‘limit of indemnity’, your insurer will pay:

   a) costs and expenses incurred by your insurer, or by you with your insurer’s prior written consent, in the investigation, settlement or defence of any claim for compensation for which you are entitled to indemnity under this policy; and
   
   b) legal costs taxed or assessed against you in any claim referred to in Clause 2. (a) and all interest accruing from the entry of judgment against you until your insurer has paid, tendered or deposited in court such part of the judgment as does not exceed the limit of indemnity.

Limit of Indemnity

3. a) Except as provided in Clause 3 (b), your insurer’s total liability under this policy to indemnify you:

   i. in respect of any one occurrence will not exceed the limit of indemnity; and
   
   ii. for all claims in respect of products liability during the period of insurance is limited in the aggregate to the limit of indemnity.

   b) Subject to Clause 3 (c), your insurer will indemnify you for up to twenty five percent (25%) of the Limit of Indemnity in addition to the limit of indemnity for amounts that they pay to you or on your behalf under the clause ‘Claims Costs’:

   i. in respect of any one occurrence; and
   
   ii. for all claims in respect of products liability during the period of insurance in the aggregate.

   c) If a judgment or an amount required to settle a claim exceeds the limit of indemnity, your Insurer’s liability to pay costs and expenses under Subsection 2 is limited to the proportion the limit of indemnity bears to the amount required to be paid to dispose of the claim and in all cases will not exceed the amount specified in paragraph (b).

   d) All personal injury and property damage consequent upon or attributable to one source or originating cause shall be deemed one occurrence. Any entitlement to indemnity under this policy for such an occurrence will be determined by reference to the date on which the personal injury or property damage from the one source or originating cause first occurred.

Extra Benefits

1. More than One Insured When the insured is made up of more than one party, each party will be treated as if they had a separate policy provided your insurer’s liability is not increased.

2. Watercraft Used for Functions your insurer will extend this section to cover you when you use watercraft that are owned and operated by other people for sport and social functions if they are:

   a) Less than 20 metres long

3. Watercraft Used for your sport your insurer will extend this section to cover you when you use watercraft for your sport if they are:

   a) Propelled by hand and less than 20 metres long; and

   b) Other boats less than 8 metres long.
Section 3. Professional Indemnity (Claim Made and Notified)

What’s Covered

Your legal liability for a breach of duty that arises from umpiring, officiating, refereeing, training or coaching your members for your sport that is shown in the certificate at events arranged by you or your sporting association.

The breach of duty must occur in Australia or New Zealand and anywhere else in the world excluding USA and Canada whilst conducting normal club activities and adhering to club rules and by-laws.

What’s Not Covered

The following specific exclusions apply to this section.

Your insurer will not indemnify you for:

1. A claim for a breach of duty that:
   a) Occurred before the retroactive date
   b) Was made or threatened or intimated in any way before or after the period of cover. This does not apply if you first become aware of the facts, from which the claim arises, during the period of cover and you tell your Insurer about them during the same period.

2. A claim for a breach of duty that arises out of facts that:
   a) Were notified under an earlier policy, disclosed in the application for this policy or notified under any previous policy.
   b) You were aware of or ought reasonably be aware may give rise to a claim before this cover began.

3. A claim for a Breach of Duty that arises directly or indirectly out of:
   a) Non-medically prescribed drugs
   b) Goods that are supplied by you
   c) Libel, slander or defamation
   d) The unintentional infringement of copyright, trademarks, registered designs or patents, plagiarism or breach of confidentiality.
   e) Your insolvency, bankruptcy, or liquidation of the Insured.
   g) Any trading debt incurred, or any guarantee in respect of such debt given by you.
   h) Your functions and duties as a director and/or officer of your sport association or any legal entity, corporation or other incorporated body.
   i) Loss or deprivation of or damage to documents of any kind.

4. Territorial Limit
   a) arising out of claims made or actions brought in the United States of America, Canada or their territories, protectorates, or dependencies coming within the jurisdiction of the courts of the United States of America, Canada or their territories, protectorates or dependencies; or
b) arising out of claims and actions to which the laws of the United States of America, Canada or their territories, protectorates, or dependencies apply.

How Your Insurer Pays Claims

Any indemnity provided by your insurers to you is provided in consideration of payment of the premium by you and is subject to the terms and conditions of this policy including the limit of indemnity and the excess.

Your Insurer will pay those:

1. Sums that you become legally liable to pay as damages and as claims costs which include:
   a) costs and expenses incurred by your insurer, or by you with your insurer’s prior written consent, in the investigation, settlement or defence of any claim for compensation for which you are entitled to indemnity under this policy; and
   b) legal costs taxed or assessed against you in any claim referred to in paragraph (a) and all interest accruing from the entry of judgment against you until your Insurer has paid, tendered or deposited in court such part of the judgment as does not exceed the limit of indemnity.

2. But your Insurer will not pay more than:
   a) The limit of indemnity for one claim including claims costs.
   b) The Annual Limit that is shown in the certificate for all claims in one period of insurance.