

## SCHEDULE OF COVER

### Sports Combined

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|                            |  |
|----------------------------|--|
| <b>OUR REFERENCE</b>       | 11060415   |
| <b>INSURED</b>             | Skate Victoria Inc.  |
| <b>BUSINESS OF INSURED</b> | Principally Administration, Promotion, Organisation, Participation and control of skating activities in Australia including artistic, roller hockey, roller derby, speed and inline hockey, Training sessions, school promotions and competitions, charity activities, Coaching, Umpiring/Refereeing, the rendering of First Aid, provision of food and drink, publication of newsletters, sale of merchandise, provision, Property Owners or Property Occupiers of stadiums and other properties, Social Activities including Awards presentations, Fundraising, BBQs and other gatherings and other activities carried out by Skate Victoria and their affiliated bodies in the course of conducting or promoting the sport.   |
| <b>PERIOD OF INSURANCE</b> | 30/06/20 to 30/06/21 At 4pm Local Time   |
| <b>SPORTS COMBINED</b>     | <b>Personal Accident</b>   |
| <b>INSURED PERSONS</b>     | Skate Victoria Inc and declared teams. Policy to include Mixed Team participation Skate Victoria members are covered whilst participating in interstate and overseas competitions that are endorsed by Skate Victoria. Activities conducted in USA and Canada must be specifically notified to the insurer.  |
| <b>BENEFITS</b>            | <p><b>BD.Capital Benefits</b><br/>The cover under this section provides \$75,000 for death resulting from accident. All other permanent disabilities are calculated using a percentage of the death benefit depending on the severity of the injury. For full details of these percentages, please refer to the Schedule of Capital Benefits contained in the policy wording. Please Note Death is limited to 20% for Members whose age is less than 18.</p> <p><b>Modification Expenses</b><br/>The cover under this section provides for costs necessary up to a maximum of \$10,000 to modify the Member's home and/or motor vehicle, or relocating to a suitable home if they are entitled to 100% of the Capital Benefit.</p> <p><b>Funeral Expenses</b><br/>The cover under this section reimburses funeral costs up to a maximum of \$5,000.</p> <p><b>In Memoriam Benefit</b><br/>The cover under this section provides for reasonable costs associated with observance of the death of a Member up to a maximum amount of \$1,000.</p> <p><b>Loss of Earnings</b></p> |

NOT TAKEN

**Student Help**

NOT TAKEN

**Home Help**

NOT TAKEN

**Parents Allowance**

The cover under this section reimburses \$25 per day in-patient benefit to a full time student under 25 years of age for continuous confinement in hospital because of an accident. The benefit is limited to \$1,500.

**Dependent Children's Allowance**

The cover under this section provides for reasonable costs incurred by the Dependent Children of a Member whilst the Member is undergoing medical treatment. The benefit is limited to \$500.

**Medical and Dental Costs**

The cover under this section reimburses 85% of non-Medicare medical treatment including hospital accommodation / theatre fees, orthotics, splints, prosthesis, treatments given by a dentist, chiropractor, masseur, naturopath, osteopath or physiotherapist. The maximum benefit for this section is \$3,000. All treatment must be certified by a registered medical practitioner and not subject to any Medicare rebate. All claims are subject to a \$200 excess. Any expenses must be incurred within 12 months of the insured person sustaining the injury.

**Home Nursing Care**

The cover under this section provides for nursing care provided by a registered nurse (not related to the Member) where they are confined to bed for a period of not less than 7 days if certified medically necessary. The maximum weekly benefit payable is \$300 per week, and is subject to a 7 day deferral period. The benefit will be paid for the period of the Disablement as certified by a registered medical practitioner or 52 weeks whichever is the lesser.

**Ancillary Non Medical Expenses**

The cover under this section provides for ancillary non medical expenses (expenses related to medical treatment if certified as necessary. i.e. expenses include items such as travel to receive treatment, but does not include wages lost by any person). The maximum payable under this benefit is \$1,500.

**Rehabilitation Benefits**

The cover under this section provides for reimbursement of:  
a) Tuition or advice fees from a vocational college if certified as necessary and agreed to. The maximum payable under this benefit is \$3,000.  
b) Rehabilitation expenses (eg gym membership) certified as necessary and agreed to. The maximum payable under this benefit is \$500.

**Unexpired Membership Reimbursement Benefit**

The cover under this section provides for pro-rata refund of your club's or association's membership/registration fee from the date of injury if the Member can't play for the rest of the season. The maximum payable under this benefit is \$500.

**Double Capital Sum Insured**

The cover under this section provides for double the Capital Sum Insured to be paid for a person under 12 years of age who suffers: permanent total disablement or permanent paralysis of all limbs.

**Miscarriage and Premature Childbirth**

The cover under this section provides for \$2,500 compensation for Miscarriage and Premature Childbirth as a direct result of an Accident whilst participating.

**HIV**

The cover under this section provides for 10% of the Permanent Total Disability Benefit 1. as listed in the Schedule of Capital Benefits if contracted as a result of an Accident.

**Kidnapping**

The cover under this section provides for 10% of the Permanent Disability Benefit 1 as listed in the Schedule of Capital Benefits.

**GEOGRAPHICAL LIMITS**

Worldwide. Skate Victoria members are covered whilst participating in interstate and overseas competitions that are endorsed by Skate Victoria. Activities conducted in USA and Canada must be specifically notified to the insurer.

**SPORTS COMBINED  
LEGAL LIABILITY**

**COVERING**

The Insured's legal liability to pay by way of compensation to third parties in respect of Personal Injury and/or Property Damage happening during the Period of Insurance caused by an occurrence in connection with the Business of the Insured (as per the Insurer's Policy Wording).

**Public Liability Limit:** \$20,000,000  
Any One Loss

**Products Liability Limit:** \$20,000,000  
Any One Loss and in the Aggregate

**Excess:** \$1,000  
Each and Every Liability Claim

**ENDORSEMENTS**

Participant Exclusion Removal  
It is hereby noted and agreed that Section 2. Sports Liability, Whats Not Covered, Part A, General Liability, Participant to Participant Liability is removed.

**GEOGRAPHICAL LIMITS**

Worldwide Excluding USA & Canada

Skate Victoria members are covered whilst participating in interstate and overseas competitions that are endorsed by Skate Victoria. Activities conducted in USA and Canada must be specifically notified to the insurer.

**SPORTS COMBINED**      **Professional Indemnity**

**COVERING**              Providing indemnity to the Insured for legal liability claims made during the Period of Insurance arising from a breach of professional duty, errors or omissions in connection with the sport.

**INSURED PARTIES**      Coaches, Trainers, Instructors, Officials, Referees, Umpires, First Aid Personnel

**SUM INSURED**              \$5,000,000 any one claim  
\$5,000,000 Annual Aggregate

**EXCESS**                      \$1,000 each and every claim

**GEOGRAPHICAL LIMITS**      Worldwide excluding USA & Canada. Skate Victoria members are covered whilst participating in interstate and overseas competitions that are endorsed by Skate Victoria. Activities conducted in USA and Canada must be specifically notified to the insurer.

**RETROACTIVE DATE**      30/6/2011

**POLICY WORDING**              Gallagher Sports Insurance PDS and Policy Wording v1.16

| <b>INSURER</b>   | <b>Policy No.</b> | <b>Proportion %</b> |
|--|-------------------|---------------------|
| Offshore Market Placements Australia<br>80 Pacific Highway North Sydney, NSW<br>2060 | SPT14848          | 100.0000            |
| <b>Actual Insurers :</b><br>Lloyds of London   | 100.0000 %        |                     |

**NOTES**                      **NOTES**

Participant Exclusion Removal  
It is hereby noted and agreed that Section 2. Sports Liability, Whats Not Covered, Part A, General Liability, Participant to Participant Liability is removed.

USA cover & conditions to apply - cover subject to insurer agreement each and every event

Double Capital Sum Insured  
The cover under this section provides for double the Capital Sum Insured to be paid for a person under 12 years of age who suffers: permanent total disablement or permanent paralysis of all limbs. It is hereby noted and agreed to extend the Sports Combined Liability Program to include the following:

THE FOLLOWING CONDITIONS APPLY TO ALL CLAIMS RESULTANT FROM NORTH AMERICAN EVENTS THAT THE INSURED ATTENDS/UNDERTAKES:

(i) PUNITIVE AND EXEMPLARY DAMAGES EXCLUSION  
Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages.

(ii) INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of or damage to or loss of use of property directly or indirectly caused by seepage pollution or contamination;
- (2) The cost of removing nullifying or cleaning-up seeping, polluting or contaminating substances;
- (3) Fines penalties punitive or exemplary damages.

(iii) COSTS INCLUSIVE

It is understood and agreed that notwithstanding anything contained herein to the contrary all costs and expenses incurred in the defence or settlement of any claim shall be considered as part of and not in addition to the Limit under this insurance stated in the Schedule.

(iv) WORKERS COMPENSATION

This Policy shall not apply to any claim or claims:-

Arising out of any obligation for which the Insured and any Company as their Insurer may be held liable under any workers compensations, unemployment compensation or disability benefits law or any similar law provided, however, that this exclusion does not apply to liability of others assumed by the Insured under contract or agreement.

(v) DISPUTES

Any dispute concerning the interpretation of the terms conditions limitations and/or exclusions contained herein is understood and agreed by both the Insured and the Insurers to be subject to English Law. Each party agrees to submit to the jurisdiction of any Court or competent jurisdiction within England or Wales and to comply with all requirements necessary to give such Courts jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court

**ENDORSEMENTS**

000 Important Relationships and Associations

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Important Relationships and Associations

When arranging this contract under a binder agreement with Offshore Market

Placements Ltd, Arthur J. Gallagher acts on behalf of the insurer and as agent of the insurer, not as your agent.

**Unmanned Aerial Vehicle(s) Endorsements**  
**Unmanned Aerial Vehicle(s) Endorsements**

It is noted and agreed that with effect from the Effective Date of this endorsement, Section 2 - Sport Liability (Part A General Liability) is extended to include the following:

**UAV / RPA Liability**

Liability, including vicarious liability, is extended to include

**UAV / RPA 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, arising from or out of the ownership possession or use by or on behalf of the insured of any:

- use of Unmanned Aerial Devices (UAVs) and Remotely Piloted Aircraft Systems (RPAS).

For the purpose of this endorsement, a UAV or RPA'S shall mean an aircraft without human pilot on board, which is remotely controlled for civil or commercial use only and which weighs 2 kilograms or less.

Provided always that indemnity under will not apply in circumstances:

- 1) resulting from the impact or threatened impact between any UAV or RPA'S and any aircraft or aerospace device; or
- 2) where any UAV or RPA'S is not being operated in accordance with:
  - a. Civil Aviation Legislation Amendment (Part 101) Regulation 2016
  - b. any subsequent amending or replacement Guidance document(s) or Statutory Instrument(s).

**Participant Exclusion Removal**  
**Participant Exclusion Removal**

It is hereby noted and agreed that Section 2. Sports Liability, What's Not Covered, Part A, General Liability, Participant to Participant Liability is removed.

**Claims Made and Notified Cover  
Claims Made and Notified Cover**

The Professional Indemnity Section is a 'claims made' cover. This means that the policy covers you for claims first made against you during the period of insurance and notified to the insurer during such period of insurance.

This extension does not provide cover in relation to:

- Events which occurred prior to the period of insurance or such earlier retroactive date as may be stipulated in the policy schedule;
- Claims made against you after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
- Claims rising from or attributable to any facts, circumstances or occurrences noted on the proposal for the current period of insurance or on any previous proposal or of which notice had been given under any previous policy;
- Claims rising from or attributable to any facts, circumstances or occurrences of which you were aware and knew (or ought reasonably to have realised) prior to the commencement of the period of insurance may give rise to a claim.

As explained above, the policy does not provide cover for claims made after the expiry of the period of insurance cover provided by the Policy.

Section 40(3) of the Insurance Contracts Act 1984 however provides that an insurer is not relieved from liability under a contract of insurance in respect of a claim by reason only that the claim was made after the expiry of the period of insurance cover provided by the contract where the insured has given notice in writing to the insurer:

- of the facts that might give rise to a claim against the insured;
- as soon as was reasonably practicable after the insured became aware of those facts; and
- before the expiry of the period of insurance.

It is therefore important that you advise the insurer of any circumstances that could rise to a claim during the period of insurance to protect your position in case the circumstances give rise to a claim after the expiry of the period of insurance.

**LIABILITY FOR GOODS  
AND SERVICES TAX  
(GST)**

As the services described herein may or will include the provision of services beyond 30th June 2000 (being the expected commencement date of the Goods and Services Tax (GST) or similar tax), we advise that any such liability for the cost imposed by this tax will be in addition to any premiums, charges and/or fees detailed herein and you will fully reimburse us for any such impost.



**SPECIAL NOTE**

This memorandum is prepared as a summary of the insurance policy. It is not a complete description of all the policy's terms, conditions and exclusions.

In determining a claim, or questions with regard thereto, the provisions of the policy will prevail.

**OUR REMUNERATION**

Please note that the insurance cover we are placing for you may include a retail component. The insurer listed above may pay an initial commission of 0-35% on the retail portion of the annual premium paid by you. Commissions paid to us by the product provider are not an additional cost to you. Below is an example of how commission would be calculated:

|                        |       |
|------------------------|-------|
| Total Premium          | \$500 |
| Retail portion         | \$100 |
| <hr/>                  |       |
| Commission paid at 10% | \$10  |

If you would like to know the specific commission details please contact our office and we will be happy to provide this to you.