



CLUB ADMINISTRATORS

SPORTS INSURANCE MANUAL

2007

PREPARED BY



**GOW-GATES INSURANCE BROKERS PTY LTD
(A.B.N. 12 000 837 785)**

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FOREWORD

The ARU insurance plan “Club Administrators Sports Insurance Manual” is provided so that club administrators throughout Australia may have immediate access to the main points of the insurance plan.

The insurance plan has been developed over the last ten years. I am pleased to say that the plan has benefits that exceed most other sporting organisations in Australia. The ARU and QBE Insurance remain committed to providing members with the most comprehensive Sports Injury and Liability Insurance Policy at the most competitive rate.

Whilst the plan provides basic levels of cover for players and others participating in Rugby, it is not all encompassing (this is necessary to keep the cost of insurance reasonable affordable for players) and does not seek to replace private health and other insurances.

The ARU encourages all players and officials to take out their **own private health insurance, life insurance** and **‘top up’** coverage over and above the coverage provided under this plan. Our brokers, Gow-Gates, can assist in regard to Top Up insurance and other insurance requirements.

All the best for a safe and enjoyable season!

Geoff Shaw



General Manager - Community Rugby

INTRODUCTION

This manual has been prepared to assist you with the Sports Injury, Public and Products Liability and Professional Indemnity Insurance plan that covers your players, coaches and officials. In the following pages we have set out some information regarding the covers provided to your club and procedures you should take when making a claim.

The ARU has developed this insurance plan to provide a basic level of insurance for all players, members and officials associated with rugby. The level of benefits provided through this plan are not “comprehensive” for all persons and the individual needs and circumstances of each insured person has not been taken into consideration when arranging this insurance. As such **all players, officials and other insured persons should consider the adequacy of the coverage for their needs and circumstances and it is highly recommended that they take out Private Health Insurance, Life Insurance and ‘Top Up’ coverage over and above the coverage provided by this insurance as required by their particular circumstance.** Gow-Gates Insurance Brokers can assist in providing advice in regard to ‘Top Up’ covers and other insurance requirements.

This plan is structured on a different basis to conventional insurance. To obtain cost savings and other future advantages, the ARU has arranged for the Sports Injury insurance to incorporate the ARU Funded Deductible. The ARU Funded Deductible is administered by QBE and is a form of self-insurance which has been set up by the ARU to provide fully funded cover for the first \$1.6 million (in aggregate) of sports injury claims. Claims in excess of the first \$1.6 million are covered under insurance policies effected with QBE. The ARU and its members benefit from this arrangement in that any surplus in the Funded Deductible not used to pay claims and claims costs are repaid to the ARU and its members for the benefit of the members. The Levy payable by you allows for your share of the ARU Funded Deductible and the insurance costs. The ARU Funded Deductible will be paid to QBE who will use the fund to pay claims which fall within the Deductible. Claims must be notified to QBE and will be paid from the ARU Funded Deductible on the same terms and conditions as the insurance policy with QBE. The ARU Funded Deductible is not insurance or an insurance contract. It is a self-insurance arrangement. This means that you and the entitled claimants are not entitled to the same protection as an insurance policyholder under the law. However as the Funded Deductible is fully supported by a cash deposit there is no gap in coverage or funding ability. The ARU Funded Deductible is not regulated by the Australian Prudential Regulation Authority (APRA). Should you require any additional information on the ARU Funded Deductible please phone Gow-Gates Insurance Broker's ARU Sports Insurance section on 1800 811 371, information is also maintained on the ARU's website at <http://www.rugby.com.au/communityrugby>.

The Public and Products Liability and Professional Indemnity policies are straight forward insurance policies that are insured with QBE Insurance. They do not form any part of the ARU Funded Deductible.

Copies of the current policy wordings are included at the back of this manual and we ask you to read these thoroughly and know the insurance cover, terms and conditions. If there are any aspects of these policies that you do not understand, please contact Gow-Gates.

Please also refer to the Sports Injury Insurance 'Product Disclosure Statement' and Policy Wording at the rear of this manual. This is an important document and we request that you read it carefully and contact us should you have any questions regarding it.

The information shown here (apart from the actual policy documents) is prepared as a guide only and in no way affects, alters or overrides the Terms, Conditions and Limitations of the Policies that set out the basis of the Insurance. For full details of cover, terms and conditions refer to the policy documents included at the rear of this manual.

ARRANGING/ADMINISTERING INSURANCE COVER

The insurance plan has been negotiated and arranged through the Australian Rugby Union on behalf of all Insured Persons. The plan actually consists of 3 sections, Sports Injury, Sports Public and Products Liability and Sports Professional Indemnity Insurance. The plan is held by the ARU and extends to include the various affiliated unions, clubs, players and officials involved in Australian Rugby Union. **It is compulsory for all teams competing in competitions managed by the ARU and/or member unions to participate in the "ARU National Insurance Scheme".** The period of insurance runs from 1st March 2007 to 1st March 2008.

All clubs affiliated with the ARU and/or the various state unions and their affiliated unions are automatically covered under the plan from 1st March 2007. A levy which is based on team numbers is payable by all clubs. An invoice for the levy based the numbers advised by the various state bodies is sent to each club. This invoice is required to be paid (or instalment payments arranged and completed) prior to the payment due date advised by the ARU. If payment is not received by this due date, then cover may be suspended 7 days from the payment due date until the levy payment is made. The ARU may vary this condition if deemed appropriate.

If new teams are registered during the season they will be automatically covered by the policy however advice should be given to Gow-Gates as soon as possible. An adjustment will be made based on team numbers advised by the various unions later in the season and an adjustment invoice/credit note (if applicable) will be forwarded to each club.

It should be noted that a player must be registered to be insured

WHO IS COVERED ?

The plan defines the **Insured** parties as -

Australian Rugby Union Limited and its members and affiliate members, including member clubs and associations of the various State members

In addition the plan extends to provide coverage to the following **Insured Persons**:

*All players, coaches, trainers, managers, administrators, voluntary workers, selectors, referees, touch judges, ball boys, medical officers, physiotherapists and ambulance officers; and all directors, officers, employees, executive officers, office bearers, members and committees of the **Insured**.*

Note: the Liability policy excludes liabilities arising from the business of a 'Licenced Club'. See definition in Item 1.3 of the Sports Public and Products Liability policy.

The policy has an Age limit under the Personal Injury section of ages 4 to 65. This age limitation is increased to 75 years for non-playing Administrative personnel. There is no age limitation under the Sports Public and Products Liability or Sports Professional Indemnity policies.

WHEN IS COVERAGE PROVIDED ?

Under the **Sports Injury insurance** coverage is provided for Insured Persons whilst -

- (a) Engaging/Playing in official club matches/activities including championship, club, Country or other State representative matches/activities;
- (b) Engaging in organised training or practice for activities as described in (a) above;
- (c) Travelling directly between the matches/activities in (a) or (b) above, and the Insured Person's residence or place of employment or the premises of the Insured;
- (d) Staying away from the Insured Person's home district during a tour for the purpose of participating in representative and / or club matches / activities;
- (e) Engaging in administrative or organised social activities of the Insured

Under the **Public and Products Liability Policy** coverage is provided:

For liabilities arising out of the Insured's Sporting Activities. "Sporting Activities" means that of a club, association, or other entity playing or administering the sport stated in the policy schedule (rugby) and includes all official activities connected with the sport including club social and fund raising activities but not that of a licensed club. "Licensed Club" means a commercial premises with liquor license used by members and guests, a clubhouse or sports pavilion with a liquor license will not be deemed a licensed club for the purpose of this Policy.

OVERSEAS COVER ?

The ARU Sports Injury cover and Liability policies extend to cover insured players and officials whilst overseas as outlined above. Liability cover is excluded in USA and Canada.

Although the Sports Injury insurance covers overseas it is recommended that additional Travel Insurance be effected for all players and officials to compliment the cover provided. Travel Insurance policies generally provide high limits of medical expense coverage (the ARU policy limits medical expenses to \$3,000 per injury and does not include coverage for illness) as well as other covers such as baggage, money, loss of deposits, cancellation of travel, emergency assistance and repatriation, etc. If effecting travel insurance separately it is important the policy does not exclude injuries arising from playing rugby.

Generally Travel Insurance can be arranged with the ARU Sports Insurer, QBE Insurance Australia, which compliments the existing Sports Injury coverage and does not exclude injuries resulting from rugby. Please contact Gow-Gates Insurance Brokers for further information.

WHAT BENEFITS ARE COVERED ?

SPORTS INJURY:

SECTION A. DEATH AND PERMANENT DISABILITY

This section provides a lump sum benefit to insured's that suffer **permanent injury** or **death**.

The maximum sum insured under this section is \$300,000

There are percentages payable for various levels of disability for example;

Permanent Total Loss of sight of one eye	\$150,000
Permanent Total Loss of Use of Hearing - One Ear	\$ 30,000
Both Ears	\$ 90,000
Permanent Total Loss of the lens of one eye	\$ 30,000
Fractured leg or Patella with established non-union	\$ 15,000

Death cover is limited to \$100,000 (\$10,000 for under 18 year olds).

Death and Permanent Disability (benefits 1 to 8 per policy) is limited to \$50,000 whilst actually engaged in travel to and from insured activities

A detailed list of the percentages is contained in the policy wording included.

SECTION B: WEEKLY BENEFITS

1. **Income Earner:** This section provides an income replacement to insured's that suffer an injury and are temporarily totally disabled from performing an occupation. The benefit is 80% of your average weekly income (net of business expenses and excluding bonuses, commissions, overtime payments and other allowances) up to a maximum of \$250 per week. No benefit is payable for the first 28 days. The benefit is payable for 12 months from the date of the injury.
2. **Non-Income Earner:** The insurer will reimburse 80% of domestic help that has been certified as necessary by a medical practitioner up to a maximum of \$250 per week. No benefit is payable for the first 14 days and the benefit payable is for 52 weeks. This benefit is restricted to non- incoming earning persons.
3. **Full Time Student:** The insurer will reimburse 80% of the actual cost of a home tutor that has been certified as necessary by a medical practitioner up to a maximum of \$250 per week. No benefit is payable for the first 14 days and the benefit payable is for 52 weeks. This benefit is restricted to full time students
4. **Parents Inconvenience Allowance:** The insurer will reimburse parents expenses incurred in visiting a hospitalised injured insured person who is a full time student and is under the age of 25 years. The benefit payable is \$100 per day up to a maximum of \$2,000. No benefit is payable for the first two days of hospitalisation.

SECTION C. NON-MEDICARE MEDICAL EXPENSES

The section provides payment of 80% of **non-Medicare medical expenses** after any reimbursement from your health fund. A \$250 excess applies to each and every claim and the maximum benefit payable is \$3,000. If claiming for ambulance costs only no excess is payable if the claimable amount is greater than \$100.

Non-Medicare medical expenses are those medical expenses that are not subject to any full or partial Medicare rebate.

Examples of expenses that are **not claimable** under this section include -

- Doctors fees
- Surgeon and anaesthetists fees
- X-Ray costs

Examples of expenses that are generally **claimable** under this section are -

- Private hospital accommodation fees theatre costs, including drips and pins
- Physiotherapy and chiropractic (must be referred by a doctor)
- Pharmacy
- Ambulance
- Dental (where as a result of an injury the treatment is necessarily incurred to sound or natural teeth excluding dentures)
- Hire of artificial aids such as crutches

Please note the following in regard to Non Medicare expenses –

- Expenses incurred after 12 months from the date of the injury are not claimable.
- Expenses covered under this section must be certified necessary by a legally qualified medical practitioner.
- Reimbursement must first be sought from any applicable Health Fund provider and/or other insurance scheme or plan.
- Expenses incurred after the injured person resumes playing rugby are not claimable. This includes physio, chiropractic etc.

SPORTS PUBLIC AND PRODUCTS LIABILITY:

This policy provides protection for your club and its Insured Persons for legal liability in respect of bodily injury or property damage arising during the period of insurance and caused by an occurrence in connection with the Insured's "Sporting Activities". "Sporting Activities" means -

*that of a club, association, or other entity playing or administering the Sport stated in the Policy Schedule (Rugby) and includes all official activities connected with the Sport including club social and fund raising activities **but not that of a Licensed Club**. "Licensed Club" means a commercial premises with liquor license used by members and guests, a clubhouse or sports pavilion with a liquor license will not be deemed a Licensed Club for the purpose of this Policy.*

The insurance provided is for \$20,000,000 any one occurrence (limited to \$20,000,000 each policy period as regards Products Liability claims). There is a \$1,000 excess on each and every claim.

Please note this policy excludes claims arising from the actual participation by a person in Rugby or training for Rugby and where the injury or damage is caused or allegedly caused by another participant. This in effect means that no cover is provided for a player if action is taken against him by another player due to an incident whilst playing or training. Coverage is provided for coaches, referees etc. for actions against them by players under the Professional Indemnity section of this policy.

SPORTS PROFESSIONAL INDEMNITY:

This policy provides coverage for the Insured's legal liability for breach of professional duty in the sport by reason of an act, error or omission committed by or on behalf of the Insured.

The insurance provided is for \$10,000,000 in total for any one policy period. There is a \$1,000 excess on each and every claim.

As with the Public Liability section of the policy this section excludes claims arising from a player against a player however persons coaching, refereeing, officiating or supervising rugby or training for rugby are afforded coverage under this section for actions taken against them by players.

It must be noted that the Professional Indemnity policy is a claims made policy. This means that the policy indemnifies for claims first made against you and notified to the Insurer during the period of insurance. It is therefore extremely important that notification is given immediately to Gow-Gates Insurance Brokers Pty Limited or the Insurer as soon as you are aware of any circumstance that may lead to a claim.

***NOTE: This policy does not cover professional advice provided by qualified doctors**

WHAT INJURIES ARE NOT INSURED – SPORTS INJURY ?

The Sports Injury policy is designed to provide coverage for injuries incurred accidentally whilst playing, training, officiating and administering rugby. In keeping with this philosophy the policy contains some exclusions that clarify this intention. A summary of the exclusions contained in the policy follows –

- Injuries which occur outside the policy period
- Injuries arising out of pre-existing injuries or physical or congenital conditions
- Injuries arising out of AIDS, HIV, childbirth or pregnancy
- Injuries arising out of the insured person engaging in air travel except as a passenger in any properly licensed aircraft
- Injuries arising from the effects of alcohol and/or drugs not prescribed by a medical practitioner
- Deliberately self-inflicted injury or suicide
- Injuries arising out of War, invasion, acts of foreign enemies, terrorism etc.
- Injury caused as a result of any heat-stroke, sickness or disease and/or cardiac or pulmonary or cerebrovascular incident notwithstanding that such incident may have been caused by or induced by or accelerated by Injury
- Claims arising from any act of Terrorism
- Claims will be proportionally reduced where You continue to engage in training or practice or playing rugby whilst injured or not fully recovered from an injury, causing another injury, reoccurrence of an injury or aggravation of an injury.

ALL PARTICIPANTS (Players, Coaches, Officials) MUST BE REGISTERED WITH ARU IN ORDER TO OBTAIN COVERAGE.

HOW TO MAKE A CLAIM?

A. SPORTS INJURY

When one of your players is injured and a claim is to be submitted, the following process should be adhered to:

- The Club secretary to obtain an Australian Rugby Union Sports Injury Report Form (claim form) from Gow-Gates Insurance Brokers. An original of the claim form will be posted or e-mailed.
- The player is to fully complete the claim form (including the section to be completed by the employer if claiming for loss of earning) and then pass it back to the club secretary. The claim will be acknowledged within 14 days of receipt by GAB Robins Australia.
- The club secretary is required to sign and verify details stated on the claim form in the appropriate section on the first page of the claim form. Please note that it is the Club secretaries responsibility to ensure that all questions are fully answered and the claim form is signed. The main delay with the processing of claims is incomplete information on the claim form.
- The club secretary to mail the completed claim form to QBE's authorised agent within 30 days from the date of injury.

*GAB Robins Australia Pty Ltd
PO Box 1438
Parramatta NSW 2150*

- Players to submit paid accounts and Health Fund rebate statements as they come to hand. The player must have the Attending Physician's Statement completed prior to submitting claimed accounts (if this report has not been sent off with the original claim form then ensure that it is submitted with the first claimed accounts).

DO NOT WAIT FOR THIS PAPERWORK BEFORE SUBMITTING THE CLAIM FORM.

- All claims for loss of income must contain the following information,
 - ✓ If an employee the section of the claim form titled '*IF EMPLOYED AS A WAGE EARNER*' (bottom of second page) must be fully completed by the player's employer
 - ✓ Doctors Certificate certifying the period of disability
 - ✓ Fully completed Attending Physician Statement. Please note if the disability is continuing medical certificates should be forwarded every two weeks.
 - ✓ If the player is self-employed then they need to attach proof of earnings such as a tax return.

**ALL CLAIM FORMS MUST BE RECEIVED BY GAB ROBINS AUSTRALIA
WITHIN THIRTY (30) DAYS OF THE INJURY OCCURRING. BENEFITS MAY
BE REDUCED WHERE YOU FAIL TO COMPLY WITH THIS TIME
LIMITATION. ACCOUNTS AND REBATE STATEMENTS MAY BE SENT AT A
LATER DATE.**

HOW TO MAKE A CLAIM ? (Continued)

ALL ACCOUNTS MUST BE PAID BY THE INSURED PERSON BEFORE SUBMITTING THEM TO GAB ROBINS AUSTRALIA

ALL CLAIMS UNDER THE NON-MEDICARE MEDICAL EXPENSES SECTION MUST BE CERTIFIED NECESSARY BY A MEDICAL PRACTITIONER FOR THE SERVICE BEING CLAIMED.

A SPORTS INJURY CLAIM EXAMPLE:

Stephen was playing rugby for his club when tackled by an opposing player and suffered an injury to his left knee. An ambulance was called and he was transported to the local hospital where he was given something for his pain and sent home. After being in extreme discomfort that night he visited his local GP the next morning who gave him some pain relief, a certificate stating he was not fit to work for one week and referred him to a specialist orthopaedic surgeon. Stephen visited the specialist the next week who ordered an x-ray which revealed that a full knee reconstruction was needed. As Stephen was unable to work due to his injury he arranged for the surgery to be performed the following Thursday. The specialist provided a unfit for work certificate for an additional 4 weeks. His operation was successful and he started on a course of physiotherapy and was able to return to work 12 weeks after the injury. For a period of 8 weeks following his injury he hired crutches from the local chemist.

Stephen completed a 'Sports Injury Claim Form' two days after his injury, had his club secretary complete the club's section, his employer complete the employers sections and sent the claim form off to GAB Robins who recorded the claim. At the time of visiting the specialist Steven had the 'Attending Physicians' section completed by him and this was sent off again to GAB Robins together with 'unfit for work' certificates. Following payment of the medical expenses Stephen sent the receipts and additional 'unfit for work' certificates to GAB Robins.

The claim was settled by the Insurer as follows -

Private Practitioner Visit	Scheduled amount covered by Medicare (*Gap not covered)
Specialist Surgeon	Scheduled amount covered by Medicare (*Gap not covered)
X-Ray	Scheduled amount covered by Medicare (*Gap not covered)
Anaesthetist	Scheduled amount covered by Medicare (*Gap not covered)
Private Hospital accommodation 3 days @ \$420	\$1,260.00
Theatre Costs	\$ 600.00
Ambulance Cost	\$ 300.00
Crutches Hire	\$150.00
Pharmaceuticals	\$ 110.00
Physiotherapy \$40 per visit	\$600.00

	Sub Total	\$3,020.00
	Benefit payable 80%	\$2,416.00
	Less excess	\$-250.00
TOTAL NON MEDICARE EXPENSES PAID		\$ 2,166.00
Loss of income 8 weeks @\$250 per week (28 days excess applies)		\$2,000.00
Total Claim Payment		\$4,166.00

B. PUBLIC AND PRODUCTS LIABILITY AND SPORTS PROFESSIONAL INDEMNITY

If you know of an incident that may give rise to a Liability claim, please advise Gow-Gates Insurance Brokers immediately. Do not admit liability – this is a condition of your policy, as it is with most types of insurances, and will be handled by the insurers and their legal representatives.

- * **SPECIAL NOTE:** The Sports Professional Indemnity policy is a Claims Made policy. This means that the policy will respond to:
- i) Claims first made against you and reported to the Insurer during the Period of Insurance.
 - ii) Any circumstances of which you become aware during the Period of Insurance which could give rise to a future claim provided you informed the Insurer in writing as soon as practicable, within the Period of Insurance, of such circumstance.

The Policy will not cover you for Liability resulting from any claim, matter, occurrence or circumstance arising from any act, error or omission committed or alleged to have been committed;

- i) prior to retroactive date, if any, specified in the Schedule.
- ii) of which you were aware before the commencement of the Insurance

You must advise the Insurer immediately you become aware of a circumstance which could result in a claim under this policy in the future.

WHO CAN I TALK TO ABOUT AN ISSUE OR COMPLAINT?

- First talk to QBE Insurance staff, ask for Corporate Property underwriting or claims staff
- If the matter cannot be resolved, it will be referred to QBE's Internal Dispute Resolution (IDR) representative.
- If the matter cannot be resolved internally, QBE will provide you with details of an independent external dispute resolution body, which will either be Insurance Enquiries and Complaints Ltd. (IEC) or Financial Industry Complaints Service Limited (FICS), depending on where your claim falls.

CERTIFICATES OF CURRENCY

Under the ARU Sports Injury and Liability Insurance plan your club is covered for Public Liability insurance for an amount of \$20,000,000.

We can readily provide a Certificate of Currency on request noting the period of insurance and amount insured that can be supplied to parties requiring the same.

Please contact our office on 02 8267 9999 should you require a Certificate of Currency and we can arrange for one to be forwarded to you.

OTHER INSURANCE REQUIREMENTS

As mentioned previously, the cover provided under the scheme is not “comprehensive” and the ARU encourage all players and officials to take out Private Health Insurance, Life Insurance, Top Up’ insurance and any other insurance over and above the coverage provided by this insurance to suit their individual needs and circumstance. In addition there a number of other insurances that the club should consider, a summary of some follow:

TOP UP INSURANCE:

Gow-Gates Insurance Brokers can assist in providing advice in regard to ‘Top Up’ covers over and above the covers already provided both on a team and individual basis.

Standard Top Up options are available on a team basis as follows –

Juniors Teams:

Option 1: To increase Non-Medicare Medical Expenses by \$1,000 to \$ 4,000

Additional Levy per Team is \$ 150

Option 2: To increase Non-Medicare Medical Expenses by \$2,000 to \$ 5,000

Additional Levy per Team is \$ 200

Top Up Insurance Levies (continued...)

Senior Teams:

Option 1: To increase Weekly Benefit for an Income Earner by \$100 per week to \$350 per week

and

increase Non-Medicare Medical Expenses by \$1,000 to \$ 4,000

Additional Levy per Team is \$1000

Option 2:

To increase Weekly Benefit for an Income Earner by \$250 per week to \$500 per week

and

increase Non-Medicare Medical Expenses by \$1,000 to \$ 4,000

Additional Levy per Team is \$1,500

If you have inquiries for Individual Top Up covers, please contact Gow-Gates Insurance Brokers on 1800 811 371.

WORKERS COMPENSATION:

All states of Australia require Employers to hold Workers Compensation insurance for workers (as defined under the various state acts). Apart from players, if you are paying persons for work performed then generally you will be required to hold a Workers Compensation Insurance policy. In regard to remunerated players generally they will be exempt from the various state workers compensation systems however different rules apply for different states and as such we suggest that you refer to your state body for guidance.

PROPERTY INSURANCE:

Cover against fire, burglary, malicious damage, storm and other events for the club's property and money is generally available. We suggest that appropriate insurance be implemented if your club owns or leases any property or handles cash.

DIRECTORS AND OFFICERS LIABILITY INSURANCE:

Directors and office bearers of an organisation that is a corporation or an association may be sued for negligent performance of their duties. Insurance is available to protect against these liabilities under a Directors and Officers Liability insurance policy.

Should you have any inquires as regards insurances please do not hesitate to call Gow-Gates Insurance Brokers on 1800 811 371

CONTACT DETAILS:

CLAIMS:

Claim Forms - please contact Gow-Gates Insurance Brokers

Progress/Status of a Claim - please contact GAB Robins Australia Pty Ltd

Completed Claim Forms and Other Claim Paperwork - please send to GAB Robins Australia Pty Ltd.

GENERAL INQUIRIES:

Please direct all general inquires to Gow-Gates Insurance Brokers

GOW-GATES INSURANCE BROKERS:

Phone: 02 8267 9999 or 1800 811 371

Fax: 02 8267 9998

Postal: GPO Box 4731 Sydney NSW 2001

Street: 8th Floor 491 Kent Street Sydney NSW

E-mail: rugbyins@gowgates.com.au

Contacts: Ask for the ARU Sports Insurance Team

Website: <http://www.gowgates.com.au>

- Please refer to the below address for Gow-Gates Insurance Broker's Financial Services Guide –

<http://www.gowgates.com.au/insurance/documents/FSGOctober2006webversion.pdf>

GAB ROBINS AUSTRALIA

GAB Robins Australia Pty Ltd are the appointed Claims Administrators for the Insurers, QBE Insurance (Australia) Limited.

Phone: (02) 9633 3533

Postal: PO Box 1438 PARRAMATTA NSW 2150



QBE Insurance (Australia) Limited

Sports Injury Insurance

**Product Disclosure Statement and Policy
Wording**

QBE Corporate Insurance

11 March, 2004

The Insurer of this Product is:

QBE Insurance (Australia) Limited

ABN 78 003 191 035

AFS Licence No. 239545

85 Harrington Street, Sydney NSW 2000

Preparation Date: **11 March 2004**

Introduction and Welcome

Thank you for choosing QBE Insurance. The information in this document is important and we have aimed to make it as easy to understand as possible.

Please take the time to read through it and ask your adviser if you need further information.

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Sports Injury Insurance - Product Disclosure Statement and Policy Wording

This document is Our Product Disclosure Statement and policy wording. It contains important information to help you understand this insurance.

Before you decide whether to proceed, you need to carefully read this document to understand this insurance's features, benefits and risks. Where other documents form part of Our PDS, We tell you in the relevant document.

This document only operates as a Product Disclosure Statement (PDS) from 11 March 2004.

HOW THIS INSURANCE WORKS

This insurance is entered into with the Insured and is designed to provide cover in relation to certain Insured Persons who fall within the eligibility criteria We agree with the Insured.

When the Insured applies for insurance it makes an Application and We use the information supplied to decide the terms of cover We will provide. We provide cover on the terms contained in this document, and any other document We issue, including the most recent Policy Schedule that We issue to the Insured.

The Policy Schedule contains important information relevant to the insurance including who the Insured is, who the Insured Persons will be, the Policy Period, the premium, the applicable benefits and limits, the Elimination Period and the Deductible and whether any standard terms have been varied by way of endorsement.

All of these make up the Insured's "Policy" with Us.

Before expiry, We will send the Insured or its adviser, a renewal notice which states whether We will renew and on what terms. The renewal notice will state what is required.

Insured Persons who fall within the agreed eligibility criteria get automatic access to the cover We have agreed to provide under the Policy by way of a statutory right under section 48 of the Insurance Contracts Act 1984 (Cth). They are not contracting insureds. The Insured does not act as Our agent, does not hold this insurance on trust for Insured Persons and is not authorised to provide any advice to an Insured Person on it.

We do not provide this document or any notices in relation to it to Insured Persons. This is the responsibility of the Insured. Where an Insured Person has an option to elect whether to access this cover or not by performing an act which brings them within the eligibility criteria, the Insured is required by law to give them a copy of this document and the other policy documents (which comprise part of Our PDS), before they do so, to ensure that they understand the cover they are accessing and their rights and obligations.

It is important that the Insured and Insured Persons read the Policy carefully and keep the documents that comprise it together in a safe place.

SUMMARY OF COVER

You need to ensure you are happy with the extent of cover provided by this insurance. If not, you may not get the cover you require.

The following is a summary of the available injury benefits only and does not form part of the terms of Our Policy.

If the Insured Person:

- suffers a defined Injury during the Policy Period whilst the Insured Person is engaged in certain sporting activities on behalf of the Insured; and
- this results within one year in one of the covered events set out in the Events Schedule,

We will pay them (or such other persons We specify) the applicable capital, weekly or Non Medicare Medical Expenses benefits listed for the relevant event.

We only cover the events specified as covered in the Policy Schedule.

SIGNIFICANT MATTERS RELEVANT TO THE COVER YOU NEED TO BE AWARE OF

The relevant Injury must:

- first occur both within the Policy Period and after the Insured Person accesses cover during that period; and
- occur solely, directly and independently of any other cause which existed prior to the Insured Person accessing cover during the Policy Period (see definition of Injury for details).

We only provide cover up to the amount(s) and limits and sum(s) Insured and for the period of time specified in the Policy and subject to its other terms, conditions and exclusions. All amounts covered by this insurance exclude GST. Refer in particular to the Events Schedule and Special Provisions on the Sports Injury Insurance Cover Section and the Policy Schedule.

An Aggregate Period limit applies for the weekly benefits in Section B and the Non Medicare Medical Expenses benefits in the Events Schedule. This is the maximum period of time for which We will pay the relevant benefits for any one Injury and is specified in the Policy Schedule.

Our total aggregate liability for all claims under the Policy arising out of any one occurrence shall be limited to \$2,000,000 in all. The compensation payable to each Insured Person shall be apportioned consistently with the Events Schedule.

An "Elimination Period" applies for disability claims. This is the period of time no weekly compensation is payable for the relevant disablement. After that time We will begin Our payments subject to the terms of the Policy. We agree on the period with the Insured and it is specified in the Policy Schedule.

A "Deductible" applies to all claims for Non-Medicare Medical Expenses. This is the amount that the Insured Person must incur to their account before a claim is payable by Us.

If you do not adequately insure yourself for your potential loss, you may have to bear the uninsured proportion of any loss yourself.

WHEN YOU MAY NOT BE COVERED

We may refuse to pay or reduce the amount We pay under a claim in certain circumstances. In particular, where an exclusion applies and if the Insured Person does not comply with the terms and conditions of the Policy.

Examples of exclusions are:

- effects of alcohol and/or drugs not prescribed by a registered and legally qualified medical practitioner;
- a deliberately self-inflicted injury or suicide; or
- if the Insured Person is outside Our age limitation.

An age limitation applies. A person must be over the age of four and under the age of sixty five at the time of the relevant event.

An Insured Person's access to cover may end before the Policy Period ends for example, if they fall outside the eligibility criteria by no longer being a member of the Insured, reaching a certain age, or if the Insured cancels the Policy. Insured Persons need to make sure they understand when this can occur.

We may cancel the Policy in certain circumstances permitted by law eg. if the Insured fails to comply with a condition or breaches its duty of disclosure (your adviser will explain this duty to you). See General Conditions for details. If this happens the cover for Insured Persons will also cease but this will not affect the rights of any Insured Person to make a claim which arose before cancellation.

If the Insured fails to comply with its duty of disclosure or makes a misrepresentation when applying for cover:

- which is fraudulent, We may treat the Policy as if it was never effected and the Insured and Insured Persons will not be entitled to cover.
- which is not fraudulent, We will not reduce Our liability under the Policy in respect of a claim made by an Insured Person. We will however be entitled to remedy the situation or cancel the policy in accordance with Our cancellation rights (See General Conditions).

COST OF THE INSURANCE

The insurance provided is subject to the Insured's payment or agreement to pay the premium We require by the agreed time. In order to calculate the premium, We take various factors into consideration, including:

- the type of Sport/activities;
- the type and number of Insured Persons who can access the cover;
- the level of benefits and limits;
- the elimination period and deductible; and
- the Insured's previous insurance history.

The premium also includes amounts payable in respect of compulsory government charges including Stamp Duty and GST (where applicable).

When the Insured applies for this insurance, it or its agent will be advised of the total amount payable. The amounts due will be clearly set out in the Policy Schedule once cover is effected.

The premium is payable to the Insured's adviser pursuant to the terms provided.

COOLING OFF RIGHTS

Even after the Insured makes a decision to purchase the insurance, it still has cooling off rights. It can return the insurance by notifying Us in writing within 21 days of cover being entered into and We will refund the Premium paid unless something has occurred for which a claim may be payable. Even after this cooling off period ends it still has cancellation rights (See Conditions Section).

CONFIRMING TRANSACTIONS

You or your adviser may contact Us in writing or by phone to confirm any transaction under this insurance if you or they do not already have the required confirmation details.

CODE OF PRACTICE

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry.

QBE is a signatory to the Code, details of which can be obtained from Your adviser or Us.

HOW TO MAKE A CLAIM

The Conditions Section tells you what you need to do.

For certain cover you may need to provide Us with receipts and other documentary evidence in order to claim. Make sure you also keep these in a safe place.

GST does not apply to any payments made under a Sports Injury Policy.

COMPLAINTS - INTERNAL AND EXTERNAL COMPLAINTS PROCEDURE

If You have a complaint in relation to Your Policy, please write to Us and explain what Your complaint is and the reasons behind it.

If the matter cannot be resolved, it will be referred to Our Internal Dispute Resolution (IDR) representative.

If You are not satisfied with Our decision, You may be able to access the services of an independent external dispute resolution body called Insurance Enquiries and Complaints Ltd.

If You require further information about Our dispute resolution process, please contact Your adviser or Us.

PRIVACY

We are committed to safeguarding privacy and the confidentiality of personal information. We will only collect personal information from You, which is relevant to Your Application for insurance or Your insurance policy, including claims made by You and use it in a way You would reasonably expect.

When We collect information about Your activities that identifies an individual, it becomes personal information and subject to the Privacy Act 1988 (Cth). Without this personal information We may not be able to issue insurance cover or process Your claim.

We or Our authorised agent, may disclose personal information collected from You:

- to an investigator, assessor, surveyor, accountant, repairer, supplier, health service provider, Your adviser or State or Federal Authority (for the purpose of investigating, assessing or processing Your claim);
- to a lawyer or recovery agent (for the purpose of defending an action by a third party against You or for the purpose of recovering Our costs or for the drafting of policy wording or documentation);
- to another insurer (for the purpose of seeking recovery from them or to assist them to assess insurance risks) or a reinsurer or reinsurance broker;
- to an insurance reference bureau (for the purpose of recording any claims You make upon Us);
- to a witness or another party in a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information may also be obtained from the above people or organisations relating to Your insurance. We may also obtain personal information when obtaining financial or credit information from commercial credit reporting organisations or financial institutions.

In addition We will:

- give the individual the opportunity to correct their personal information, or obtain access to it (some restrictions and costs may apply);
- provide Our dispute resolution procedures to the individual in respect of any complaint they may have regarding their personal information.

Where You name a person as a partner, director, officer, employee or other position as required on the Application for insurance, We will rely on You having informed those people that You will be providing their names, positions, professional body membership or other personal information to Us.

We would appreciate it if You would provide a copy of this Privacy Promise to any person whose information has been provided to Us by You for the purpose of obtaining Sports Injury and associated insurance covers.

Further information can be obtained by contacting Our Compliance Manager by:

Telephone: 02 9375 4656, Fax: 02 9221 1330 or e-mail: compliance.manager@qbe.com

UPDATING OUR PRODUCT DISCLOSURE STATEMENT

We may update the information contained in Our PDS when necessary. A paper copy of any updated information is available to you at no cost by calling Us. We will issue you with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain this insurance.

WHO TO CONTACT ABOUT THIS INSURANCE

If you have any queries, would like any further information regarding this insurance or need to do anything in relation to it such as make a claim, you or your adviser can use the above contact details.



QBE INSURANCE (AUSTRALIA) LIMITED

ABN 78 003 191 035

Specialist Risk

Sports Policy Schedule

Policy Number: AT 1128553 SAI

The Insured: Australian Rugby Union Limited and its members and affiliate members, including member clubs and associations of the various State members.

Insured Person(s): All players, coaches, trainers, managers, administrators, voluntary workers, selectors, referees, touch judges, ball boys, medical officers, physiotherapists and ambulance officers; and all directors, officers, employees, executive officers, office bearers, members and committees of the Insured.

The Sport: Rugby Union

Sports Injury Insurance Policy

Section & Events

Section A - Events 1 To 18)

Section B - Events 19 To 21) All Limits as per the Policy Wording

Section C - Events 23 & 24)

Special Endorsement: This Policy is subject to an aggregate deductible of \$1,600,000 in all. All payments within the deductible are made in accordance with the "ARU Funded Deductible" Agreement between Us and the Insured.

Sports Public and Products Liability Policy

	Deductible	Limit Of Liability
Sections 1 & 2	\$1,000	\$20,000,000

Sports Professional Indemnity Policy

	Retroactive Date	Deductible	Limit Of Indemnity
Professional Indemnity	31 March 1996	\$1,000	\$10,000,000

Premium:
As shown on each Certificate of Insurance issued on Our behalf.

Policy Period:

From: 1 March 2007 at 4.00 pm
To: 1 March 2008 at 4.00 pm

This Policy has been issued on behalf of **QBE Insurance (Australia) Limited** at Sydney on



QBE INSURANCE (AUSTRALIA) LIMITED
ABN 78 003 191 035

Specialist Risk

Sports Injury Insurance Policy

Welcome to QBE Insurance

In this policy document You'll find all the information You need to know about the type of covers available, QBE's terms and conditions, and making a claim.

Please read this booklet and make sure that You are satisfied with what QBE offer.

This booklet and the Policy Schedule QBE sends You form Your legal contract with QBE, so please keep them together in a safe place.

Please do not hesitate to contact Your broker or agent if You have any questions about this policy booklet or Your insurance cover.

Important Information

Please Check the Policy Schedule Details

Please check that the Policy Schedule accurately states what You have insured. Especially check that the Sum Insured and Limits of Liability are adequate.

Preventing QBE's 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, QBE will not cover You under this Policy for that loss, damage or liability.

Coverage

The Insured has made to QBE Insurance (Australia) Limited an Application for insurance which together with all statements made in writing by the Insured shall be the basis of this contract and be considered as incorporated herein.

In consideration of the payment of the Premium and subject to the conditions, special provisions and memoranda contained herein endorsed hereon or attached hereto if during the Policy Period any of the Events shown as covered in the Policy Schedule and specified in The Events Schedule shall happen to an Insured Person as a result of Injury, We will pay The Compensation specified herein in the manner hereafter described.

Scope Of Cover

The Compensation provided shall only be payable when an Event shall happen to an Insured Person whilst such Insured Person is engaged in the following activities related to the Sport on behalf of the Insured:

- (a) Engaging/Playing in official club matches/activities including championship, club, Country or other State representative matches/activities;
- (b) Engaging in organised training or practice for activities as described in (a) above;
- (c) Travelling directly between the matches/activities in (a) or (b) above, and the Insured Person's residence or place of employment or the premises of the Insured;
- (d) Staying away from the Insured Person's home district during a tour for the purpose of participating in representative and / or club matches / activities;
- (e) Engaging in administrative or organised social activities of the Insured.

Exclusions

We shall not be liable to pay for any claim caused by or arising out of:

1. The Insured Person engaging in air travel except as a passenger in any properly licensed aircraft;
2. A deliberately self-inflicted injury or suicide;
3. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or 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;
4. A sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection.
5. Childbirth or pregnancy.
6. Effects of Alcohol and / or Drugs not prescribed by a registered and legally qualified medical practitioner.
7. Any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the claim. This insurance also excludes loss, 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.

Age Limitation

We shall not be liable to pay for any Event which happens to You unless at the date of such Event You are over the age of four and under sixty-five years. This age limitation is increased to 75 years for non playing Administrative personnel.

Definitions

For the purpose of this Policy, the following important definitions apply:

We/Our/Us means QBE Insurance (Australia) Limited ABN 78 003 191 035.

The Insured is the Insured named in the Policy Schedule.

Insured Person/You/Your/Yourself is any person nominated in the Policy Schedule with respect to whom a premium has been paid.

The Sport means the Sport stated in the Policy Schedule.

Policy Schedule includes any current Policy Schedule on renewal or variation of this Policy.

Policy Period means the period specified in the Policy Schedule attached hereto, or any subsequent period in respect of which the Insured shall have paid and We shall have accepted the Premium required for the renewal of this Policy.

Injury means an injury that occurs fortuitously to You during the Policy Period and which results solely and directly and independently of any other cause including any known or unknown pre-existing physical or congenital condition (except Sickness directly resulting from medical or surgical treatment rendered necessary by such Injury) in any of the Events specified in The Events Schedule within one year of the date of occurrence of such Injury. Injury does not include any Event caused as a result of Heat-stroke and/or caused directly or indirectly by or attributable to any sickness or disease or any Cardiac or Pulmonary or Cerebrovascular incident notwithstanding that such incident may have been caused by or induced by or accelerated by Injury.

Total Disablement means, as a result of Injury You are wholly and continuously prevented from engaging in any occupation (other than playing sports) and/or attending school and/or studies and under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner other than Yourself.

Permanent means lasting twelve calendar months and at the expiry of that period being beyond hope of improvement.

Paraplegia means total paralysis of both legs and part or whole of the lower half of the body.

Quadriplegia means total paralysis of both legs and both arms.

Limbs mean a hand at or above the wrist or a foot at or above the ankle.

Fingers or Toes means the digits of a hand or foot.

Income means the average of Your weekly income (net of business expenses) earned from Your usual profession, occupation or employment for the number of weeks so engaged during the twelve month period immediately preceding Injury resulting in any of the Events covered by this Policy, excluding bonuses, commissions, overtime payments or other allowance.

Elimination Period means the period commencing with the first day of Total Disablement for which medical treatment was sought in respect of Your Injury, and for which no Compensation is payable to You under this Policy.

Disability means disability which substantially handicaps You from obtaining or keeping employment or from undertaking work on Your own account provided that any such employment or work is of a kind which apart from the Injury would be suited to Your age, experience or qualifications.

Bed Care Patient means You are necessarily confined to bed (such confinement commencing during the Policy Period) for a continuous period of not less than 24 hours and Your confinement is certified as necessary by a registered and legally qualified medical practitioner to be under the continuous care of a registered nurse (other than Yourself or a member of Your immediate family). Bed Care does not include You as a patient in any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric ward, a Mental Institution, a rehabilitation or extended care facility or a place for the care or treatment of alcoholics or drug addicts.

Parent Inconvenience Expenses means expenses incurred by Your parents to visit You while hospitalised through Injury, provided You are a full time student under 25 years of age.

Non Medicare Medical Expenses means expenses that are not subject to any full or partial Medicare rebate nor recoverable by You or by the Insured from any other source and incurred within twelve (12) calendar months of You sustaining Injury and paid by You or the Insured on Your behalf for treatment certified necessary by a legally qualified medical practitioner to a registered Private Hospital, physiotherapist, nurse or similar provider of medical services including the cost of medical supplies or ambulance hire but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth, excluding dentures, and is caused by Injury.

Non Medicare Medical Expenses does not include any or part of any expenses for which a Medicare benefit is paid or is payable including the balance of monies due or payable by You after deduction of any Medicare benefit or rebate from the actual expense incurred (commonly known as the "Medicare Gap").

Provided that We shall not be liable to make any refund in respect of:

1. any expenses recoverable by You or by the Insured from any other insurance scheme or any plan providing medical/physiotherapy or similar coverage or from any other source except for the excess of the amount recoverable from such other insurance/plan or source;
2. any expense to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations made thereunder apply;
3. more than the percentage specified in the Events Schedule of the amount of each claim made under this Section after deduction of the amount applicable in Item 1 above and deduction of the amount of Deductible shown in the Events Schedule;
4. Any expense incurred after You resume playing Sport.

Provided that Our total liability in respect of any one Injury does not exceed in the aggregate the amount specified in the Events Schedule.

Application means the written submission made by or on behalf of the Insured, together with all other information provided by the Insured.

Act of Terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Overseas Medical Expense means emergency medical, surgical, hospital, ambulance service, dentists, or orthodontic services and other costs of treatment incurred outside Australia, given or prescribed by a legally qualified medical practitioner and which are not recoverable from any other source.

Repatriation Expenses means additional travel and accommodation costs incurred for the return of an Insured Person to Australia on the written advice of a legally qualified medical practitioner.

The Events Schedule

The Events

Section A - Capital Benefits

The Compensation

Sum Insured

Injury resulting directly in:

1.	Accidental Death if You are 18 years or older	\$100,000	
	Accidental Death if You are under 18 years	\$10,000	
2.	Permanent Quadriplegia or Permanent Paraplegia	\$300,000	
3.	Permanent and incurable insanity	\$300,000	
4.	Permanent Total Loss of sight of both eyes	\$300,000	
5.	Permanent Total Loss of sight of one eye	\$150,000	
6.	Permanent Total Loss of use of two limbs	\$300,000	
7.	Permanent Total Loss of use of one limb	\$150,000	
8.	Permanent Total Loss of hearing in		
	(a) both ears	\$90,000	
	(b) one ear	\$30,000	
9.	Permanent Total Loss of four fingers and thumb of either hand	\$45,000	
10.	Permanent Total Loss of the lens of one eye	\$30,000	
11.	Permanent Total Loss of use of four fingers of either hand	\$30,000	
12.	Permanent Total Loss of use of one thumb of either hand		
	(a) both joints	\$18,000	
	(b) one joint	\$9,000	
13.	Permanent Total Loss of use of fingers of either hand		
	(a) three joints	\$9,000	
	(b) two joints	\$6,000	
	(c) one joint	\$3,000	
14.	Permanent Total Loss of use of toes of either foot		
	(a) all - one foot	\$9,000	
	(b) great - both joints	\$6,000	
	(c) great - one joint	\$3,000	
	(d) other than great, each toe	\$3,000	
15.	Fractured leg or patella with established non-union	\$30,000	
16.	Shortening of leg by at least 5 cm	\$30,000	
17.	Permanent Disability not otherwise provided for under Events 2, 3, 4 and 6.		Such amount as We shall in Our absolute discretion determine and being in Our opinion consistent with the benefits provided under Events 5, and 7 to 16 inclusive limited always to a maximum of \$150,000
18.	Permanent Disability not otherwise provided for under Events 5, and 7 to 16 inclusive		Such amount as We shall in Our absolute discretion determine and being in Our opinion consistent with the benefits provided under Events 8 to 16 inclusive limited always to a maximum of \$75,000

The Events

Section B - Weekly Benefits

- | | |
|--|---|
| 19. Injury resulting in temporary Total Disablement, and the Insured Person is an Income earner
(Maximum Aggregate Period 52 weeks, Elimination Period is 28days) | During such Disablement, 80% of the actual loss of or reduction in Income or \$250 per week, whichever is the lesser. |
| 20. Injury resulting in temporary Total Disablement, and the Insured Person is <u>not</u> an Income earner
(Maximum Aggregate Period 52 weeks, Elimination Period is 14 days) | During such Disablement, 80% of the actual cost of domestic help which has been certified as necessary by a registered and legally qualified practitioner or \$250 per week, whichever is the lesser. |
| 21. Injury resulting in temporary Total Disablement, and the Insured Person is a full-time student
(Maximum Aggregate Period 52 weeks, Elimination Period is 14 days) | During such Disablement, 80% of the actual cost of home tutor which has been certified as necessary by a registered and legally qualified practitioner or \$250 per week, whichever is the lesser. |
| 22. Parent Inconvenience Expenses incurred by parents of an Insured Person whilst hospitalised.
(Elimination Period is 2 days) | Up to \$100 per day subject to a maximum of \$2,000 in all. |

Section C -

Non-Medicare Medical Expenses

- | | |
|---|--|
| 23. Injury resulting in the Insured Person incurring Non- Medicare Medical Expenses
(Maximum Aggregate Period 12 months, Deductible \$250 except for Ambulance Only claims which will be subject to a \$100 Franchise) | 80% of the actual Non-Medicare Medical Expenses including Ambulance expenses or if You are entitled to claim from Your private health insurer, We will pay the amount by which the Non-Medicare Medical Expenses including Ambulance expenses exceed the benefit You are entitled to from them or \$3,000 in total, whichever is the lesser. |
| 24. Overseas Medical Expenses and/or Repatriation Expenses

Injury resulting in the Insured Person incurring Overseas Medical Expenses and / or Repatriation Expenses | We will pay up to \$100,000 provided that such expenses are incurred within 12 months of the Injury which entitles an Insured Person to claim under this Policy. |

Special Provisions

1. The Compensation payable under Event 1 shall be payable to Your estate; any other Compensation payable under the Policy shall be payable to You.
2.
 - (a) Compensation shall not be payable for more than one of the Events listed in Section A in respect of the same Injury.
 - (b) Any Compensation payable for Events 2 to 18 shall be reduced by any Compensation already paid under Events 19 to 21 in respect of the same Injury.
 - (c) Should You sustain Injury which results in any one of Events 2 to 7 there shall be no further liability under the Policy for Injury sustained by You thereafter.

Provided always that if You become entitled to Compensation under any one of the Events in Section A (other than Event 1) you may elect to receive Compensation either under that Event or under Events in Section B.

3. Compensation shall not be payable:
 - (a) Under Events in Section B and/or Section C in excess of the Aggregate Period shown against such Events therein in respect of any one Injury.
 - (b) Unless the Insured Person as soon as possible after the happening of any Injury giving rise to a claim under the Policy procures and follows proper medical advice from a legally qualified medical practitioner.
 - (c) Under more than one of Events 19, 20 or 21 in respect of the same Injury.
4. If You continue to receive the whole or any part of your weekly Income following your Total Disablement, or if You are entitled to receive Disability benefits under any Workers' Compensation Act or Ordinance, any Accident Compensation Act or Ordinance or any legislation having a similar effect in respect of the same Injury, then the Compensation payable under

The Compensation

Event 19 shall be reduced by the amount necessary to limit the total of all payments to You to the lesser of 80% of Your weekly Income or The Compensation.

5. If as a result of Injury, Compensation is payable under Section B hereunder and if, while the Policy is in force, You suffer recurrence of Total Disablement from the same or related cause or causes, the subsequent period of Total Disablement will be deemed a continuation of the prior period unless between such periods You have performed the duties of Your occupation on a full-time basis for at least six consecutive months, in which event such Total Disablement shall be deemed the result of a new Injury and subject to a new Elimination Period.
6. The Compensation payable under Events 1 to 8a is limited to \$50,000 whilst You are engaged in travel to and from the organised activities prescribed in the Scope of Cover section whether or not You are travelling individually or in a group or as a team member.
7. The Compensation payable under this Policy will be reduced proportionally where You continue to engage in training or practice or playing the Sport whilst Injured or not fully recovered from an Injury, causing another Injury, reoccurrence of an Injury or aggravation of an Injury;
8. The Compensation payable under this Policy may be reduced where You fail to give Us or Our nominated Loss Adjusters, GAB Robins Australia Pty Ltd notice of an Injury within thirty days after the occurrence of such Injury in respect of which a claim has arisen or may arise.
9. **Accumulation Limit of Liability**
Our total aggregate liability for all claims under all Policies issued to the members of the Australian Rugby Union Limited and others arising out of any one occurrence shall be limited to \$2,500,000 in all. The Compensation payable to each Insured Person shall be apportioned consistently with the Events Schedule.

This Provision applies to all claims arising out of any one occurrence under this Policy and the Australian Rugby Union Limited Corporate Travel Policy AT 1128449 SAI

It is further agreed that in respect of any benefit being payable under this Policy and / or the Corporate Travel Policy for any claim or series of claims arising from the one event, such benefit shall not be aggregated. The highest single level benefit only shall apply.

Conditions

1. Complying With Policy Conditions

The due observance and fulfilment of the terms of this Policy insofar as they relate to anything to be done or complied with by the Insured and/or by You and the truth of the statements and answers in the said Application if any, and in any Application and medical evidence required from You in connection with this Insurance shall be conditions precedent to Our liability to make any payment under this Policy.

2. Fraud

Any fraud, mis-statement or concealment by the Insured and/or You either in the Application on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim thereunder may give Us certain rights provided for in the Insurance Contracts Act 1984, including the right to refuse payment of any claim or to avoid the Contract.

3. Policy Renewal

This Policy may be renewed with Our consent from term to term, by payment of the premium in advance at Our Premium rate in force at the time of renewal.

4. Cancellation

The Policy may be terminated at any time at the request of the Insured in which case We will retain the whole of the Premium. We may cancel the Policy at any time subject to the provisions of the Insurance Contracts Act 1984.

5. Claims Procedure

- (a) Written notice must be given to Us at Our office or Our nominated Loss Adjusters, GAB Robins Australia Pty Ltd within thirty days after the occurrence of any Event in respect of which a claim has arisen or may arise.
- (b) We will, on receipt of notice of claim furnish to the claimant with a "Sports Injury Report Form" and an "Attending Physicians Statement" form.
- (c) Such completed forms shall be furnished to Us at Our office or Our nominated Loss Adjusters, GAB Robins Australia Pty Ltd in case of claim for loss for which this Policy provides any periodic payment contingent upon continuing loss within ninety days after the date of such loss and in the case of any other claim for loss within ninety days after the date of such loss. Failure to furnish such forms within the time required shall not invalidate nor reduce any claim if it was not reasonably possible within such time, provided such forms are furnished as soon as is reasonably possible but in no event except in the absence of legal capacity, later than one year from the loss.
- (d) All certificates and evidence required by Us shall be furnished at the expense of the Insured or any claimant hereunder and shall be in such form and of such nature as We shall prescribe.
- (e) You shall as often as reasonably required submit to medical examination on Our behalf and at Our expense.
- (f) We shall in the case of Your death be entitled to have a post-mortem examination at Our expense.

6. Time Of The Payment Of Claim

Compensation payable under this Policy for Events 1 to 18 will be paid as soon as practical following the provision of sufficient information to satisfy Us that the Compensation is payable. Any amount previously paid periodically will be deducted from such payment. Compensation for loss for which this Policy provides periodic payment will be paid monthly, following provision of requested written evidence.

7. Assignability

This Policy and any rights hereunder shall not be assigned without Our prior written consent.

8. Construction

The titles of paragraphs in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

Special Endorsement

1. Policy Deductible

In addition to the underlying deductibles shown in the Policy, this Policy is subject to an additional deductible of \$300,000 each and every claim, limited to an aggregate deductible of \$1,600,000 in total for all claims. All claims within this amount will be handled and paid by the Claims Fund. All claims in excess of this amount are payable by this Policy.

2. Definitions

Claims Fund means the ARU Funded Deductible which is administered by QBE Insurance Australia Limited or Our nominated Loss Adjusters, GAB Robins Australia Pty Ltd and is a form of self insurance which has been set up by the ARU to provide fully funded cover for the first \$1,600,000 in the aggregate for all Injury claims as insured by this Policy. The levy payable by You, as shown on the invoice, allows for your share of the Claims Fund. The Claim Fund is made up from the collection of these levies and equals \$1,600,000 in all.

QBE'S Privacy Promise

QBE are committed to safeguarding privacy and the confidentiality of personal information. QBE will only collect personal information from You, which is relevant to Your Application for insurance or Your insurance policy, including claims made by You and use it in a way You would reasonably expect.

When QBE collect information about Your activities that identifies an individual, it becomes personal information and subject to the Privacy Act. Without this personal information QBE may not be able to issue insurance cover or process Your claim.

QBE or QBE's authorised agent, may disclose personal information collected from You:

- To an investigator, assessor, surveyor, accountant, repairer, supplier, health service provider, Your broker or State or Federal Authority (for the purpose of investigating, assessing or processing Your claim);
- To a lawyer or recovery agent (for the purpose of defending an action by a third party against You or for the purpose of recovering QBE's costs including Your Deductible or for the drafting of policy wording or documentation);
- To another insurer (for the purpose of seeking recovery from them or to assist them to assess insurance risks) or a reinsurer or reinsurance broker;
- To an insurance reference bureau (for the purpose of recording any claims You make upon Us);
- To a witness or another party in a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information may also be obtained from the above people or organisations relating to Your insurance. QBE may also obtain personal information when obtaining financial or credit information from commercial credit reporting organisations or financial institutions.

In addition QBE will:

- Give the individual the opportunity to correct their personal information, or obtain access to it (some restrictions and costs may apply);
- Provide QBE's dispute resolution procedures to the individual in respect of any complaint they may have regarding their personal information.

Where You name a person as a partner, director, officer, employee or other position as required on the application for insurance, QBE will rely on You having informed those people that You will be providing their names, positions, professional body membership or other personal information to QBE.

QBE would appreciate it if You would provide a copy of this Privacy Promise to any person whose information has been provided to QBE by You for the purpose of obtaining Sports Injury and associated insurance covers.

Further information can be obtained by contacting QBE's Compliance Manager by:

Telephone: **02 9375 4656**, Fax: **02 9221 1330** or e-mail: **compliance.manager@qbe.com**

Sports Public and Products Liability Policy

1. Definitions

Any word or expression which this Policy defines as having a particular meaning will have the meaning everywhere it appears.

- 1.1 “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) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 1.2 “Aircraft”** means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
- 1.3 “Sporting Activities”** means that of a club, association, or other entity playing or administering the Sport stated in the Policy Schedule and includes all official activities connected with the Sport including club social and fund raising activities but not that of a Licensed Club. **“Licensed Club”** means a commercial premises with liquor license used by members and guests, a clubhouse or sports pavilion with a liquor license will not be deemed a Licensed Club for the purpose of this Policy.
- 1.4 “Deductible”** means the amount You first bear in relation to each Occurrence. The Deductible will apply to any costs and expenses incurred in the defence or investigation of claims under Coverage Clause 2.2 first, then to amounts (if any), which are subject to indemnity under the Coverage Clause 2.1.
- 1.5 “Employee”** means any person engaged under a contract of or for service or apprenticeship with You but does not include any person employed under such a contract who is not a worker or employee for the purposes of any workers’ compensation legislation.
- 1.6 “Employment Practices”** means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination directly or indirectly related to employment or prospective employment of any person or persons by You.
- 1.7 “Hovercraft”** means any vessel, craft or thing made or intended to float on or in or travel on or through the atmosphere or water.
- 1.8 “Internet Operations”** means:
- 1.8.1** transfer of computer data or programs by use of electronic mail systems by You or Your employees, including for the purpose of this Definition only, part-time and temporary staff, contractors and others within Your organisation whether or not such data or programs contain any malicious or damaging code, including but not limited to computer virus, worm, logic bomb, or Trojan horse;
 - 1.8.2** access through Your network to the world wide web or a public internet site by Your employees, including for the purposes of this Definition only, part-time and temporary staff, contractors and others within Your organisation;
 - 1.8.3** access to Your intranet (meaning internal company information and computing resources) which is made available through the world wide web for Your customers or others outside Your organisation; and
 - 1.8.4** the operation and maintenance of Your web site.
- 1.9 “Limit of Liability”** means the applicable Limit of Liability specified in the Policy Schedule and includes the amount of the Deductible.
- 1.10 “Medical Persons”** means qualified medical practitioners, nurses, dentists and first aid attendants.
- 1.11 “Occurrence”** means an event which results in Personal Injury or Property Damage, neither of which is expected nor intended from any person’s standpoint. All Personal Injury or Property Damage arising out of continuous or repeated exposure to substantially the same general conditions shall be construed as arising out of one Occurrence.
- 1.12 “Period of Insurance”** means the Policy Period specified in the Policy Schedule.

1.13 “Personal Injury” means:

1.13.1 bodily injury, disease, sickness, death, disability, shock, fright, mental anguish and mental injury. In the event of any claims, except claims caused by, contributed to by or arising from exposure to asbestos, for Personal Injury arising from latent injury, latent disease or latent sickness, such injury, disease or sickness in respect of each claim shall be deemed to have first happened on the day such injury, disease or sickness was first medically diagnosed and to be covered under this Policy, that diagnosis must first occur during the Period of Insurance;

1.13.2 the effects of false arrest, wrongful detention, false imprisonment or malicious prosecution;

1.13.3 the effects of wrongful entry or eviction;

1.13.4 the effects of a publication or utterance of a libel or slander or other defamatory or disparaging material;

1.14 “Policy” means this document and each endorsement issued by QBE attached, or intended to be attached, to it.

1.15 “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

1.16 “Premium” means the amounts payable for insurance under the Policy including any amounts for GST.

1.17 “Property Damage” means:

1.17.1 physical damage to or physical loss or physical destruction of tangible property including any resulting loss of use of that property; or

1.17.2 loss of use of tangible property which has not been physically damaged, lost or destroyed provided such loss of use is caused by physical damage to or physical loss or physical destruction of other tangible property.

1.18 “QBE” means QBE Insurance (Australia) Limited ABN 78 003 191 035.

1.19 “Policy Schedule” means the most current schedule issued by QBE in connection with this Policy.

1.20 “Territorial Limits” means anywhere in the world subject to Exclusions 3.7 and 3.11.

1.21 “Vehicle” means any type of machine on wheels or self laid track made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.

1.22 “Watercraft” means any vessel, craft or thing made or intended to float on or in or travel on or through or under water.

1.23 “You/Your” means:

1.23.1 The Insured named in the Policy Schedule; (and including as if they were You);

1.23.2 all the subsidiary companies (now or subsequently constituted) of the Insured named in the Policy Schedule provided their places of incorporation are within Australia or any Territory of Australia;

1.23.3 every director, executive officer, employee, partner or shareholder of one of the Insureds designated in clause 1.23.1 or 1.23.2 but only whilst acting within the scope of their duties in such capacity;

1.23.4 every principal, in respect of that principal’s vicarious or contingent liability for the acts or omissions of one of the Insureds designated in clause 1.23.1 or 1.23.2 in the performance by them of work for that principal, but subject always to the extent of coverage and the Limit of Liability provided by this Policy;

1.23.5 every office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with Your consent in respect of claims arising from their duties connected with the activities of any such club, organisation or service;

1.23.6 every member or official of any of the Insured which is an incorporated association or a company limited by guarantee is deemed to be a party comprising the Insured but the indemnity granted to any such member shall apply only in excess of that provided by any other policy of insurance under which the said member is entitled to indemnity.

1.23.7 any other Insured Person shown in the Policy Schedule.

1.23.8 every owner or trustee of premises hired/leased by the insured named in the Policy schedule in respect of their liability for Your negligence causing personal Injury or Property Damage in the course of the occupation of the hired

or leased premises by the insured named in the Policy Schedule, but subject always to the extent of coverage and the Limits of Liability provided by this Policy.

“You/Your” does not include the interest of any person other than as described in 1.23.1 to 1.23.8 above.

1.24 “Your Products” means any goods, products and property (after they have ceased to be in Your possession or under Your control), which are or is deemed to have been manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by You (including any container thereof other than a Vehicle).

2. Coverage

In consideration of the payment to QBE of the Premium, QBE will indemnify You in accordance with this Policy, provided that QBE will only be liable after the exhaustion of the Deductible.

2.1 Liability

QBE will pay in respect of Personal Injury or Property Damage first happening during the Period of Insurance and caused by an Occurrence within the Territorial Limits in connection with Your Sporting Activities:

2.1.1 all sums which You become legally liable to pay by way of compensation;

2.1.2 all costs awarded against You.

2.2 Defence of Claims

With respect to the indemnity provided by this Policy QBE will:

2.2.1 defend in Your name and on Your behalf any claim or legal action against You seeking damages on account of Personal Injury or Property Damage even if the action is groundless, false or fraudulent and QBE will investigate, negotiate and settle any claim or legal action as QBE sees fit;

2.2.2 pay all legal costs and expenses incurred by QBE and all interest accruing after entry of judgment until QBE have paid, tendered or deposited in court such part of the judgment as does not exceed the Limit of Liability;

2.2.3 reimburse You for all reasonable expenses, other than loss of earnings, incurred with QBE’s consent, in the defence of a claim or legal action against You seeking damages on account of Personal Injury or Property Damage;

2.2.4 pay reasonable expenses incurred by You for first aid to others at the time of Personal Injury caused by an Occurrence (other than medical expenses prohibited by Section 126 of the Health Insurance Act 1973).

Provided that:

2.2.5 QBE will not be obliged to pay any claim or judgment or to defend any claim or legal action after the Limit of Liability has been exhausted by payment of judgments or settlements;

2.2.6 if a payment exceeding the Limit of Liability has to be made to dispose of a claim, or legal action, QBE’s liability to pay any costs, expenses and interest under section 2.2 will be limited to that proportion of those costs, expenses and interest as the Limit of Liability bears to the amount paid to dispose of the claim.

The amounts thus incurred, except payments in settlement of claims, actions and all costs awarded against You, are payable by QBE in addition to the Limit of Liability up to a maximum aggregate liability of \$5,000,000 during any one Period of Insurance.

2.3 Limit of Liability

2.3.1 QBE’s maximum liability in respect of any claim or any series of claims for Personal Injury or Property Damage caused by or arising out of one Occurrence shall not exceed the Limit of Liability;

2.3.2 QBE’s total aggregate liability during any one Period of Insurance for all claims arising out of Your Products shall not exceed the Limit of Liability.

2.4 Cross Liability

Where more than one party comprises the Insured, each of the parties will be considered as a separate and distinct entity and this Policy shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of

them. Provided that nothing in this clause will result in an increase of QBE's Limit of Liability in respect of any Occurrence or Period of Insurance.

3. Exclusions

This Policy does not cover liability in respect of:

3.1 Aircraft, Aircraft Products, Hovercraft and Watercraft

claims arising out of:

3.1.1 the ownership, maintenance, operation or use by You or on Your behalf of:

3.1.1.1 any Aircraft; or

3.1.1.2 any Watercraft exceeding 10 metres in length, except where such Watercraft are owned and operated by others and used by You for official entertainment; or

3.1.1.3 any Hovercraft.

3.1.2 Your Products that are Aircraft component parts used for maintaining an Aircraft in flight or moving upon the ground or used in the construction of an Aircraft hull or machinery which to Your knowledge are incorporated in an Aircraft.

3.2 Asbestos

claims directly or indirectly caused by, contributed to by or arising from exposure to asbestos or materials containing asbestos.

3.3 Assault and Battery

Personal Injury or Property Damage caused by or arising from assault and battery committed by You or at Your direction.

3.4 Contractors or Subcontractors

Personal Injury or Property Damage arising directly or indirectly out of or caused by, contributed to by or arising from any act or omission of:

3.4.1 any contractor or subcontractor of Yours; or

3.4.2 any contractor or subcontractor of any contractor or subcontractor of Yours or any tier thereof;

3.4.3 any director, executive officer, employee or partner of any contractor or subcontractor (or any of their contractors or subcontractors) of Yours or any tier thereof.

For the avoidance of doubt, this Exclusion does not apply to You for Your own liability for any act or omission of any contractor, subcontractor or any other person or entity in 3.4.1, 3.4.2 and/or 3.4.3 above in their performance of work for You.

3.5 Contractual Liability

any obligation assumed by You under any agreement or contract except to the extent that:

3.5.1 the liability would have been implied by law;

3.5.2 the liability arises from a provision in a contract for lease of real or personal property other than a provision which obliges You to effect insurance or provide indemnity in respect of the subject matter of that contract;

3.5.3 the liability is assumed by You under Your warranty of fitness or quality as regards to Your Products;

3.5.4 the obligation is assumed under those agreements specified in the Policy Schedule.

3.6 Employment Liability

3.6.1 Personal Injury to any of the Your Employees arising out of or in the course of their employment in Your business.

- 3.6.2 Personal Injury to any person who is deemed to be an Employee of You pursuant to any legislation relating to Workers' Compensation.
- 3.6.3 which You are entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to Workers' Compensation, whether or not You are party to such contract of insurance.
- 3.6.4 liability imposed by the provisions of any Workers' Compensation legislation or any industrial award or agreement or determination.
- 3.6.5 arising out of Employment Practices.

3.7 Exports to the USA or Canada

Personal Injury or Property Damage caused by or arising out of Your Products knowingly exported by You, or Your agents or servants, to the United States of America or Canada.

3.8 Faulty Workmanship

Property Damage to that part of any property upon which You are or have been working where the Property Damage arises from Your work or the cost of performing, correcting or improving any work undertaken by You.

3.9 Fines, Penalties or Liquidated Damages

Fines, penalties or liquidated damages.

3.10 Information Technology, Computer Data, Program and Storage Media

3.10.1 Personal Injury or Property Damage arising directly or indirectly out of or in any way involving Your Internet Operations.

This Exclusion does not apply to Personal Injury or Property Damage arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site.

This Exclusion also does not apply to liability which arises irrespective of the involvement of Your Internet Operations.

Nothing in this Exclusion shall be construed to extend coverage provided under this Policy to any Liability which would not have been covered in the absence of this Exclusion.

3.10.2 Property Damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:

3.10.2.1 the use of computer hardware or software; or

3.10.2.2 the provision of computer or telecommunication services by You or on Your behalf; or

3.10.2.3 the use of computer hardware or software belonging to any third party, whether authorized or unauthorised including Property Damage caused by any computer virus.

3.11 Jurisdiction

3.11.1 claims made and actions instituted within the United States of America or Canada or any other territory coming within the jurisdiction of the courts of the United States of America or Canada.

3.11.2 Claims and actions to which the laws of the United States of America or Canada apply.

Provided that:

3.11.3 Exclusions 3.11.1 and 3.11.2 do not apply to claims and actions arising from the presence of any of Your Employees' and/or directors, partners or proprietors resident outside the United States of America or Canada who is not undertaking manual work or supervision of work of any kind whilst in the United States of America or Canada;

3.11.4 the Limit of Liability in respect of coverage provided under clause 3.11.3 is inclusive of all costs, expenses and interest as set out in clause 2.2 of this Policy.

3.12 Libel and Slander

the publication or utterance of a libel or slander or other defamatory or disparaging material:

3.12.1 made prior to the commencement of the Period of Insurance; or

3.12.2 made by You or at Your direction with knowledge of its falsity; or

3.12.3 related to publishing, advertising, broadcasting or telecasting activities conducted by You or on Your behalf.

3.13 Loss of Use

loss of use of tangible property which has not been physically damaged, or physically lost or physically destroyed resulting from:

3.13.1 a delay in or lack of performance by or on Your behalf of any agreement;

3.13.2 the failure of Your Products to meet the level of performance, quality, fitness or durability expressed or implied, warranted or represented by You, but this Exclusion does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to, or physical loss or physical destruction of Your Products after they have been put to use by any person or organisation other than You.

3.14 Participant to Participant

Personal Injury to any person arising out of the actual participation by that person in any of the Sporting Activities (including but not limited to practice, trials, training and competition) covered by this Policy. However, this Exclusion shall only apply where such Personal Injury is caused by another person (excluding coaches, referees and umpires) who is also participating in the same sporting activity.

3.15 Pollution

3.15.1 Personal Injury or Property Damage caused by or arising out of the discharge, dispersal, release, seepage, migration or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water, but this Exclusion does not apply if the discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place, and which occurs outside of the United States of America or Canada.

3.15.2 any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution but this Exclusion does not apply to clean-up, removal or nullifying expenses only, which are consequent upon a sudden, identifiable, unexpected and unintended happening taking place in its entirety at a specific time and place which results in Personal Injury and/or Property Damage and which occurs outside of the United States of America and Canada.

3.15.3 the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants caused by any Product that has been discarded, dumped, abandoned or thrown away by others.

QBE's aggregate liability under clauses 3.15.1 and 3.15.2 for all discharges, dispersals, releases, seepage, migration or escape of Pollutants during any one Period of Insurance shall not exceed the Limit of Liability.

3.16 Product Defect

Property Damage to Your Products if the damage is attributed to any defect in them or to their harmful nature or unsuitability.

3.17 Product Recall

Claims arising out of or resulting from any loss, cost or expense incurred by You for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of Your Products or of any property of which they form a part, if such Products or property are withdrawn from the market or from use because of any known or suspected defect, deficiency, inadequacy or dangerous condition in them.

3.18 Professional Liability

3.18.1 the rendering of or failure to render professional advice or service by You or any related error or omission but this Exclusion does not apply to:

3.18.1.1 the rendering of or the failure to render professional medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises; or

3.18.1.2 professional advice or service, in respect of Your Products, which is not given for a fee.

3.18.2 instruction, tuition, coaching, officiating or treatment given by any Insured Person shown in the Policy Schedule.

3.19 Property in Custody or Control

Property Damage to:

3.19.1 property owned by or leased or rented to You; or

3.19.2 property in Your physical or legal control. But this Exclusion does not apply to liability for Property Damage to:

3.19.3 premises (including landlord's fixtures and fittings) which are leased or rented to You;

3.19.4 premises (or their contents) not owned, leased or rented by You but temporarily occupied by You for the purpose of carrying out Sporting Activities.

3.20 Punitive, Exemplary, Aggravated or Multiple Damages

punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

3.21 Radioactivity

Personal Injury or Property Damage directly or indirectly caused by, contributing to or arising from:

3.21.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the Combustion of nuclear fuel. For the purpose of this Exclusion only, "Combustion" shall include any self-sustaining process of nuclear fission;

3.21.2 nuclear weapons material.

3.22 Sexual Molestation

Personal Injury or Property Damage arising from, contributed to by or in connection with sexual and/or child assault, abuse, molestation or attempt thereof.

3.23 Terrorism

Personal Injury or Property Damage of whatsoever nature directly or indirectly caused by, or resulting from or in connection with any:

3.23.1 Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Personal Injury or Property Damage; or

3.23.2 action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

3.24 Tobacco

Personal Injury arising directly or indirectly out of or due to the inhalation or ingestion of, or exposure to:

3.24.1 tobacco or tobacco smoke;

3.24.2 any ingredient or additive present in any articles, items or goods which contain or include tobacco.

3.25 Vehicles

Personal Injury or Property Damage arising out of the ownership, possession, operation, maintenance or use by You or on Your behalf of any Vehicle:

3.25.1 which is registered or which is required under any legislation to be registered; or

3.25.2 in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation

(whether or not that insurance is effected).

Exclusion 3.25.1 and 3.25.2 do not apply to:

3.25.3 Personal Injury where:

3.25.3.1 that compulsory liability insurance or statutory indemnity does not provide indemnity; and

3.25.3.2 the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity do not involve a breach of legislation relating to Vehicles.

3.25.4 Property Damage arising out of and during the loading or unloading of goods to or from any Vehicle.

3.25.5 Property Damage caused by or arising from the operation or use of any Vehicle which is being used for lifting, lowering, loading or unloading, whilst being operated or used by You or on Your behalf within the confines of Your premises.

3.25.6 Property Damage caused by the use of any tool or plant forming part of or attached to or used in connection with any Vehicle (excluding whilst the Vehicle is travelling, transporting or carting goods) at any work site.

3.26 War

any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or expropriation including lawful seizure, resumption, confiscation, nationalisation, destruction or damage to property by or under the order of any Government or public or local authority.

4. Conditions

4.1 Acquisition of Other Bodies

The indemnity granted by this Policy extends to entities or other bodies:

4.1.1 formed or acquired by You or of which You assume responsibility during the Period of Insurance; and

4.1.2 which undertake Sporting Activities consistent with the description of the Sport in the Policy Schedule.

Provided that:

4.1.3 no indemnity shall be granted in respect of claims for Personal Injury or Property Damage which first happened prior to the date of such acquisition, formation or assumption of responsibility;

4.1.4 where existing insurance applies to the acquired entities or other bodies over which You exercise responsibility, this Policy will indemnify You for any difference in conditions and Limit of Liability, until expiry or cessation of such existing insurance.

4.2 Adjustment of Premium

The Premium for the Policy has been calculated on the exposure and no adjustment of Premium will apply.

4.3 Cancellation

4.3.1 You may cancel this Policy by giving written notice to QBE.

4.3.2 QBE may cancel this Policy in any of the circumstances set out in the Insurance Contracts Act 1984.

4.3.3 If this Policy is cancelled by either You or QBE, QBE will not refund any Premium for the unexpired portion and You have no right to, part or all of the Premium.

4.4 Claims

4.4.1 You must not without QBE's written consent make any admission, offer, promise or payment in connection with any Occurrence or claim and QBE will be entitled to take over and conduct in Your name the defence or settlement of any claim.

4.4.2 You must use Your best endeavours to preserve all property, products, appliances and plant and all other things which may assist in the investigation or defence of a claim or in the exercise of right of subrogation and so far as may

be reasonably practicable, You must not without QBE's written consent carry out any alteration or repair until QBE has had an opportunity of inspection.

- 4.4.3** QBE will have full discretion in the conduct of any proceedings in connection with any claim and You must give all information and assistance as QBE may require in the prosecution, defence or settlement of any claim.

4.5 Discharge of Liabilities

QBE may at any time pay to You in respect of all claims against You arising from an Occurrence the balance of the Limit of Liability or any smaller sum for which the claim or claims can be settled and upon that payment QBE will relinquish conduct or control of and be under no further liability under this Policy in connection with those claims except for costs, charges and expenses:

- 4.5.1** recoverable from You for all or part of the period prior to the date of such payment;
- 4.5.2** incurred by QBE;
- 4.5.3** incurred by You with QBE's written consent prior to the date of such payment.

4.6 Due Observance

If You fail to comply with any provision of the Policy, QBE may refuse to pay a claim, but in any event QBE's rights will be subject to Section 54 of the Insurance Contracts Act (1984).

4.7 Goods and Services Tax (GST)

GST and Input Tax Credit have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act (1999) and related legislation as amended from time to time. Taxable Percentage is Your entitlement to an Input Tax Credit on Your Premium as a percentage of the total GST on that Premium. Where QBE pay a claim and You have paid an amount for GST on acquisitions in connection with Your claim, QBE will cover You for that GST, less any input Tax Credit You may be able to claim for Your acquisitions. This amount is included in the Limit of Liability shown on the Policy Schedule. This is the maximum amount QBE will pay inclusive of GST. You must advise us of Your correct Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You.

4.8 Governing Law

All disputes arising out of or under this Policy will be subject to determination by any Court of competent jurisdiction within Australia.

4.9 Inspection of Property

- 4.9.1** QBE will be permitted but not obligated to inspect Your property and operations at any time.
- 4.9.2** Neither QBE's right to inspect nor QBE's failure to inspect nor the making of any inspection nor any report of an inspection may be used by You or others in any action or proceeding involving QBE.
- 4.9.3** QBE may examine and audit Your books and records at any time during the Period of Insurance and within three years thereafter but that examination and audit will be restricted to matters which in QBE's opinion are relevant to the Policy.

4.10 Insurance Contracts Act (1984)

Nothing contained in this Policy is to be construed to reduce or waive either Your or QBE's privileges, rights or remedies available under the Insurance Contracts Act (1984).

4.11 Notices

4.11.1 You must as soon as possible give to QBE notice in writing of:

4.11.1.1 every Occurrence, claim, writ, summons, proceeding, impending prosecution and inquest together with all relevant information which may result in a claim under this Policy, whether or not You believe any claim amount might fall below the applicable Deductible;

4.11.1.2 every change (including anything done or not done by You) that comes to Your knowledge which materially varies any of the facts or circumstances existing at the commencement of this Policy. QBE may, in its discretion, for what it considers to be an increase in the risk, charge additional Premium, amend or impose additional terms or conditions or cancel the Policy.

4.11.2 Any notice given in writing by QBE to the first named Insured specified in the Policy Schedule will be treated as notice to each of the parties comprising the Insured. Service of notices by QBE will be effective immediately on receipt by the first named Insured of a letter or electronic communication sent by QBE or in the case of notices by post, three business days after having been posted by QBE.

4.12 Other Insurance

As soon as is reasonably practical but in any case within 15 days after entering into any other contract of insurance, You must notify QBE of, and give QBE full details of, any other insurance which provides indemnity, in full or in part, for any of the liabilities insured under this Policy.

4.13 Payment of Premium

You will pay promptly to QBE the premium, any adjustments of premium, any amount on account of GST and other amounts charged for this Policy and any renewal, extension or endorsement to the Policy.

4.14 Preventing QBE's 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, QBE will not cover You under this Policy for that loss, damage or liability.

4.15 Payment of Deductible

You will pay to QBE the amount of the Deductible which You must bear in relation to each Occurrence, within 14 days of receiving a request from QBE to pay Your Deductible. Indemnity provided by Clause 2. Coverage will not be available until such time as the Deductible has been paid.

4.16 Reasonable Care

You must:

4.16.1 exercise reasonable care that only competent Employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition;

4.16.2 take all reasonable precautions to prevent Personal Injury and Property Damage and prevent the manufacture, sale or supply of defective Products, and comply with and ensure that Your Employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by all relevant public authorities for the:

4.16.2.1 safety of persons or property;

4.16.2.2 disposal of waste products;

4.16.2.3 handling, storage or use of flammable liquids or substances, gases or toxic chemicals;

4.16.3 at Your own expense take reasonable action to trace, recall or modify any of Your Products containing any defect or deficiency of which You have knowledge or have reason to suspect, including (but not limited to) any of Your Products subject to governmental or statutory ban.

4.17 Subrogation

QBE may prosecute in Your name for damages or otherwise. QBE may do this before or after QBE have paid Your claim and whether or not You have been fully compensated for Your actual loss. You must execute and deliver instruments and papers and do everything that is necessary to assist QBE in the exercise of those rights.

5. Endorsement

5.1 Excluded Activities

QBE shall not be liable for losses arising directly or indirectly out of or caused by, through or in connection with Australian Rugby Union Limited, New South Wales Rugby Union Limited, ACT and Southern NSW Rugby Union Limited, Queensland Rugby Union Limited, and Western Australia Rugby (Inc.) in respect of:

5.1 Organising and /or Administering matches and / or activities involving Country and / or State representative teams and/or Super 14 teams, or

5.2 Property owned by or leased or rented to.

Sports Professional Indemnity Policy

Preamble

In consideration of payment of the Premium, QBE will provide indemnity in accordance with, and subject to, the terms of this Policy.

1: Insuring Clauses

Insuring Clause A

Act, Error or Omission Insuring Clause

- 1.1 QBE agrees to indemnify the Insured against legal liability for any Claim for compensation first made against the Insured during the Period of Cover and which is notified to QBE during the Period of Cover, for breach of professional duty in the conduct of the Sport shown in the Policy Schedule by reason of any act, error or omission committed or alleged to have been committed on the part of the Insured.

Insuring Clause B

Costs and Expenses Insuring Clause

- 1.2 QBE agrees to pay, in addition to the Limit of Indemnity, the Costs and Expenses incurred with the written consent of QBE in the defence or settlement of any Claim covered by this Policy.

PROVIDED ALWAYS THAT if a payment in excess of the amount of indemnity available under this Policy is made to dispose of a Claim, QBE's liability for such Costs and Expenses incurred with its consent shall be such proportion thereof as the amount of indemnity available under this Policy bears to the amount paid to dispose of the Claim.

Additional Notification Period

- 1.3 QBE agrees that the Insured may notify a Claim (in accordance with Condition 5.1 Reporting and Notice) either during the Period of Cover or within twenty-eight (28) days after its expiry.

PROVIDED ALWAYS THAT such Claim was made against the Insured during the Period of Cover.

Retroactive Date

- 1.4 (a) **"No Retroactive Cover"** - unless a Retroactive Date is specified in the Policy Schedule, this Policy shall not provide cover in respect of acts, errors or omissions committed (or alleged to have been committed) prior to the Period of Cover.
- (b) **"Retroactive Cover"** - where a Retroactive Date is specified in the Policy Schedule, then this Policy shall only provide cover in respect of acts, errors or omissions committed or alleged to have been committed after the Retroactive Date.

2: Extensions

- 2.0 QBE will indemnify any Insured Official or Medical Officer pursuant and subject always to Insuring Clause 1.1 and all other limitations, terms, conditions and endorsements of this policy, against Claims made against them:
- (a) arising from advice, instruction, tuition, coaching, officiating, or treatment given by the Insured or persons acting on behalf of the Insured;
 - (b) arising out of the rendering of or failure to render professional advice or service by the Insured;
 - (c) in respect of any injury to any person arising out of the actual participation by that person in the Sport or training for the Sport and where such injury is caused or allegedly caused by another participant.

Provided that the indemnity provided by this extension does not apply to qualified doctors

3: Special Exclusions

QBE shall not be liable under this Policy to provide indemnity in respect of any Claim against the Insured:

Insurance Matters

- 3.1 (a) directly or indirectly arising out of or attributable to any failure or omission on the part of the Insured to effect or maintain insurance;
- (b) directly or indirectly relating to the adequacy of any insurance or Claims Fund whether by sum insured, scope of cover, or any other basis.
- (c) which is more specifically insured against in the Sports Injury Policy or Sports Public and Products Liability Policy.

Director or Officer Duties

- 3.2 directly or indirectly incurred by or caused by a Director or Officer of the Insured whilst acting within the scope of their duties as office bearers in such capacity.

4: Exclusions

QBE shall not be liable under this Policy to provide indemnity in respect of any Claim against the Insured:

Prior or Pending

- 4.1 (a) made, threatened or intimated against the Insured prior to the Period of Cover;
- (b) directly or indirectly based upon, attributable to, or in consequence of any fact or circumstance:
- (i) of which written notice has been given, or ought reasonably to have been given, under any previous policy; or
- (ii) of which the Insured first became aware prior to the Period of Cover, and which the Insured knew or ought reasonably to have known had the potential to give rise to a Claim under this Policy.

Fraud and Dishonesty

- 4.2 directly or indirectly based upon, attributable to, or in consequence of:
- (a) any actual or alleged dishonest, fraudulent, criminal, or malicious act or omission of any Insured or their consultants, sub-contractors, or agents; or
- (b) any act or omission of any Insured or their consultants, sub-contractors, or agents committed or alleged to have been committed with a reckless disregard for the consequences thereof; or
- (c) wilful breach of any statute, contract or duty by any Insured or their consultants, sub-contractors or agents.

Assumed Duty or Obligation

- 4.3 directly or indirectly based upon, attributable to, or in consequence of any duty or obligation assumed by the Insured which is not assumed in the normal conduct of the Sport.

Trading Debts

- 4.4 directly or indirectly based upon, attributable to, or in consequence of any trading debt incurred by the Insured or any guarantee given by the Insured for a debt.

Related or Associated Entities

- 4.5 brought or maintained by or on behalf of:

- (a) any Insured or any Subsidiary of the Insured; or
- (b) any person who, at the time of the act, error or omission giving rise to the Claim, is a "Family Member" unless such person is acting without any prior direct or indirect solicitation or co-operation of any Insured.

For the purpose of this Exclusion, "Family Member" means:

- (i) any spouse, domestic partner, or companion;
- (ii) any parent, or parent of the spouse, domestic partner or companion;
- (iii) any sibling or child;

of the Insured who permanently resides with the Insured.

Obligations to Employees

- 4.6 directly or indirectly based upon, attributable to, or in consequence of bodily injury, mental injury, sickness, disease or death of any Employee of the Insured or damage to or destruction of any property of any Employee, including loss of use, arising out of, or in the course of, their employment.

Bodily Injury and Property Damage

- 4.7 directly or indirectly based upon, attributable to, or in consequence of any incident which is claimable under the Sports Public and Products Liability Policy.

Fines and Penalties

- 4.8 for punitive, aggravated, multiple or exemplary damages, or fines or penalties imposed by law, including but not limited to, civil penalties.

Nuclear

- 4.9 directly or indirectly based upon, attributable to, or in consequence of ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel.

War

- 4.10 directly or indirectly based upon, attributable to, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government or public local authority.

Terrorism

- 4.11 QBE shall not be liable in respect of any:
- (a) Claim;
 - (b) Costs and Expenses; and
 - (c) Loss, Costs, Charges or Expenses of whatsoever kind.

arising directly or indirectly from, or in any way connected with, an Act of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

This exclusion operates in connection with any Act of Terrorism regardless of any other cause or event and regardless of the sequence of the Act(s) of Terrorism and the other cause(s) or event(s).

5: Claims Conditions

Reporting and Notice

5.1 (a) The Insured shall give to QBE written notice as soon as practicable of any Claim made against the Insured PROVIDED ALWAYS THAT such written notice is given to QBE during the same Period of Cover or within twenty-eight (28) days after its expiry.

(b) Notice of any Claim shall be given in writing to QBE, and delivered to:

**The Claims Manager
Specialist Risk
QBE Insurance (Australia) Limited
85 Harrington Street
SYDNEY NSW 2000**

Notification of Circumstance

5.2 If during the Period of Cover, the Insured becomes aware of any fact or circumstance that might give rise to a claim under this Policy and elects to give notice in writing to QBE of such fact or circumstance, then any Claim which may subsequently arise out of such fact or circumstance shall be deemed to be a Claim made during the Period of Cover.

PROVIDED ALWAYS THAT such written notice is given to QBE during the same Period of Cover or within twenty-eight (28) days after its expiry.

Defence and Settlement

5.3 (a) The Insured agrees not to settle any Claim, incur any Costs and Expenses, make any admission, offer or payment or otherwise assume any contractual obligation with respect to any Claim without QBE's written consent, such consent not to be unreasonably withheld. QBE shall not be liable for any settlement, Costs and Expenses, admission, offer or payment, or assumed obligation to which it has not consented.

(b) QBE shall be entitled at any time to conduct, in the name of the Insured, the defence or settlement of any Claim.

(c) QBE may, if it believes that any Claim will not exceed the Deductible, instruct the Insured to conduct the defence of the Claim. In such situation, QBE will reimburse the Insured for all reasonable Costs and Expenses in the defence of the Claim in the event that any payment made to dispose of the Claim exceeds the Deductible.

Insured's Right to Contest

5.4 In the event that QBE recommends settlement in respect of any Claim and the Insured does not agree that such Claim should be settled, then the Insured may elect to contest such Claim.

PROVIDED ALWAYS THAT QBE's liability in connection with such Claim shall not exceed the amount for which the Claim could have been so settled plus the Costs and Expenses incurred with QBE's written consent up to the date of such election.

Claims Mitigation and Co-Operation

5.5 (a) The Insured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any liability hereunder.

(b) The Insured shall frankly and honestly disclose to QBE all relevant information and, in addition shall provide assistance to QBE, as it may require to enable it to investigate and to defend any Claim under this Policy and/or to enable QBE to determine its liability under this Policy.

(c) Other than Costs and Expenses incurred to enable QBE to determine its liability under this Policy, compliance with this Condition shall be at the Insured's own cost, unless otherwise agreed in writing by QBE.

Subrogation

5.6 In the event of any payment under this Policy, QBE shall be subrogated to the extent of such payment to all the Insured's rights of recovery, and the Insured shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of documents necessary to enable QBE effectively to bring suit in the name of the Insured.

6: General Conditions

Limit of Indemnity

- 6.1 QBE's total liability under this Policy for anyone Claim and in the aggregate in respect of all Claims shall not exceed the Limit of Indemnity specified in the Policy Schedule except that (subject to the provisions of Insuring Clause B) QBE will pay, in addition to the Limit of Indemnity, the Costs and Expenses incurred in the defence or settlement of any Claim.

Deductible

- 6.2 (a) In respect of each Claim made against the Insured the amount of the Deductible shall be borne by the Insured at their own risk and QBE shall only be liable to indemnify the Insured for that part of any Claim which is in excess of the Deductible.
- (b) Where QBE has elected to pay all or part of the Deductible in respect of any Claim, the Insured shall, within seven (7) days from the date of such payment, reimburse QBE for such payment.
- (c) The Deductible shall only apply to any amounts paid or payable under Insuring Clause A.
- (d) Any Costs and Expenses incurred by QBE to determine whether QBE has a liability to indemnify the Insured under this Policy shall not be subject to the Deductible but shall be borne by QBE.

Multiple Claims

- 6.3 (a) All causally connected or interrelated acts, errors or omissions shall jointly constitute a single act, error or omission under this Policy.
- (b) Where a single act, error or omission gives rise to more than one Claim, all such Claims shall jointly constitute one Claim under the Policy, and only one Deductible shall be applicable in respect of such Claim.

Alteration to Risk

- 6.4 The Insured shall give to QBE written notice as soon as practicable of any material alteration to the risk during the Period of Cover including:
- (a) the Insured going into voluntary bankruptcy, receivership or liquidation or the Insured failing to pay debts or breaching any other obligation giving rise to the appointment of a receiver or bankruptcy or winding-up proceedings;
- (b) any material change in the nature of the professional services offered by the Insured.

Territorial Cover

- 6.5 The coverage provided under this Policy shall extend to legal liability arising out of acts, errors or omissions committed anywhere in the world except where such acts, errors or omissions occur within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates.

Jurisdictional Cover

- 6.6 The coverage provided under this Policy shall extend to any Claim brought in a court of law anywhere in the world except where:
- (a) such Claim is brought in a court of law within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates; or
- (b) such Claim arises out of the enforcement of any judgement, order or award obtained within, or determined pursuant to the laws of the United States of America or the Dominion of Canada or their territories or protectorates.

Assignment of Interest

- 6.7 No change in, or modification of, or assignment of interest under this Policy shall be effective except when made by written endorsement to this Policy and signed by an authorised employee of QBE.

Cancellation

- 6.8 (a) The Insured may cancel this Policy at any time by notifying QBE in writing. QBE will not refund any Premium for the unexpired Period of Cover.
- (b) QBE may cancel this Policy in accordance with the relevant provisions of the Insurance Contracts Act 1984 and QBE will provide a pro-rata refund of Premium for the unexpired Period of Cover.

Policy Construction and Interpretation

- 6.9 (a) The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with the law of the state in which this Policy is issued, and any disputes relating thereto shall be submitted to the exclusive jurisdiction of the courts of such state.
- (b) The marginal notes and titles of paragraphs in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.
- (c) Under this Policy, the masculine includes the feminine, and the singular includes the plural and vice versa.

7: Definitions

- 7.1 **"Claim"** shall mean:
- (a) the receipt by the Insured of any written or verbal notice of demand for compensation made by a third party against the Insured.
- (b) any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the Insured.
- 7.2 **"Costs and Expenses"** shall mean the expenses incurred by or on behalf of the Insured or QBE in the investigation or defence of a Claim and shall include legal costs and disbursements.
- 7.3 **"Deductible"** shall mean the amount of deductible as specified in the Policy Schedule.
- 7.4 **"Employee"** shall mean any person employed under a contract of service or apprenticeship during or prior to commencement of the Period of Cover.
- 7.5 **"Insured"** shall mean:
- (a) the person, persons, partnership, company, corporation or other entity specified as the Insured in the Policy Schedule including their predecessors; and
- (b) any person who is, during the Period of Cover, a principal, partner, director or Employee of the Insured; and
- (c) any former principals, partners, directors or Employees of the Insured.
- (d) any other Insured Person shown in the Policy Schedule.
- 7.6 **"Limit of Indemnity"** shall mean the limit of liability under this Policy as specified in the Policy Schedule.
- 7.7 **"Period of Cover"** shall mean the Policy Period specified in the Policy Schedule.
- 7.8 **"The Sport"** shall mean the sporting activities conducted by the Insured, as specified in the Policy Schedule, including instruction, tuition, coaching, officiating, or treatment given.
- 7.9 **"Policy"** shall mean:
- (a) the Policy Schedule, Insuring Clauses, Extensions, Conditions, Definitions, Exclusions and other terms and conditions contained herein; and
- (b) any endorsement attaching to and forming part of this Policy either at inception or during the Period of Cover; and
- (c) the Application.
- 7.10 **"Premium"** shall mean the premium specified in the Policy Schedule or in any endorsement.
- 7.11 **"Application"** shall mean the written submission made by or on behalf of the Insured, together with all other information provided by the Insured.

- 7.12 **"QBE"** shall mean QBE Insurance (Australia) Limited (ABN 78 003 191035)
- 7.13 **"Policy Schedule"** shall mean the Policy Schedule to this Policy.
- 7.14 **"Subsidiary"** shall mean:
- (a) any entity which by virtue of any applicable legislation or law is deemed to be a subsidiary of the Insured specified in the Policy Schedule; or
 - (b) any entity over which the Insured specified in the Policy Schedule is in a position to exercise effective direction or control through ownership or control of more than fifty percent (50%) of the issued voting shares of such entity.
- 7.15 **"Act of Terrorism"** means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.
- 7.16 **"Sports Injury Policy"** means the policy that insures against personal injury which is issued in conjunction with this policy.
- 7.17 **"Sports Public and Products Liability Policy"** means the policy that insures against legal liability which is issued in conjunction with this policy.
- 7.18 **"Claims Fund"** means a fund which may be set up for the purpose of paying claims within the deductible of a Sports Injury Policy.
- 7.19 **"Director or Officer"** means all directors, executive officers (as defined in the Corporation Legislation), office bearers, company secretary and Employees (who may be deemed to be Officers pursuant to Section 232(1) (a) of the Corporations Law).
- 7.20 **"Official"** means any person coaching, refereeing, umpiring, officiating or supervising the Sport or training for the Sport.
- 7.21 **"Medical Officer"** means any person providing medical assistance or service, including but not limited to paramedics, ambulance officers, nurses, physiotherapists or suitably qualified volunteers.