



SPORTSCOVER

**SPORTSCOVER AMATEUR SPORTS INJURY
INSURANCE PROGRAM**

1. Cover

If whilst this Policy is in force, You suffer Bodily injury, while engaged under the auspices of your Sports Association which is the sole, direct and independent cause of Your injury, then subject to the terms and conditions set out below, including in particular the Exclusions and receipt by Us of the Premium(s). We shall pay the Benefits as stated in Your Policy Schedule.

2. Definitions

In this Policy the following words/expressions have the following meanings:

- 2.1. **Accident** means a sudden, unexpected, unusual, specific event which occurs at a definable time and place.
- 2.2. **Operative Time** whilst playing, practising and training under the auspices, control or direction of your relevant sports association and/or club, including travelling to any such venue for the purposes of the above.
- 2.3. **Bodily Injury** means an injury which;
 - 2.3.1. (a) is sustained by an Insured person whilst actively engaged in playing or practicing for the sport in which the insured and such accidental bodily injury is sustained because of participation by the insured person in the sport nominated in the schedule,
 - 2.3.2. (b) is sustained by You during the Period of this Insurance,
 - 2.3.3. (c) is caused by an Accident, and
 - 2.3.4. (d) occasions Your Disablement and/or medical treatment within twelve (12) calendar months from the date of the Accident.
- 2.4. **Disablement** means "Temporary Total Disablement".
- 2.5. **Excess** means the amount of incurred medical costs for which we will not pay you a benefit.
- 2.6. **Excess Period** means the number of consecutive days commencing on the date of commencement of the Temporary Total Disablement during which You must continuously suffer Temporary Total Disablement before any weekly Benefits payable under this Policy shall be due.
- 2.7. **Inception Date** means 12 a.m. (midnight) on the inception date shown in Your Policy Schedule.
- 2.8. **Insurance Premium Tax** means all Taxes payable to the Government at the rate applicable from time to time.
- 2.9. **The Insured** means the club/association or individual specified in the schedule being a member of a regional, state and/or national sporting association.
- 2.10. **Insured Person** means, any member of the Insured, any other person actively engaged in and appropriately registered for the purpose of playing the sport of the Insured.

Definitions (cont)

- 2.11. Maximum Benefit Period** means the total period for which Benefits will be payable under this Policy in respect of all Temporary Total Disablement pursuant to this Policy which shall be in aggregate as stated in Your Policy Schedule.
- 2.12. Medical Practitioner** means a duly qualified and registered Medical Practitioner who is not related to You by blood or marriage.
- 2.13. Medical Expenses** means any reasonable expense incurred by you from a Medical Practitioner where the expense is directly as a result of a bodily injury received whilst playing the sport nominated in the schedule. But does not include any amount to which a Medicare rebate shall apply or that is payable from any other source.
- 2.14. Net Income Lost** means average weekly income, wage or salary (including overtime) earned by an Insured Person during the twelve months immediately preceding the commencement of disablement multiplied by the number of benefit weeks. Any amount to which an Insured Person is legally entitled by way of sick leave or compensation under any Workers Compensation, Motor or Transport Accident or Social Welfare Services legislation of any Territory or any other policy of insurance shall be deducted and the net figure shall be the 'Net Income Lost'.
- 2.15. Occupation** means the employment, profession or occupation of or the business carried out by You as specified on the Proposal or Application Form (or as notified in writing to, and confirmed by, Us).
- 2.16. Premium** means the amount payable by You to Us as specified in the Policy Schedule.
- 2.17. Temporary Total Disablement** means disablement which entirely prevents You from performing each and every duty of Your Occupation.
- 2.18. We, Us, and Our** means Sportscover Australia under an authority from the Underwriter nominated in the Schedule.
- 2.19. You, Your, Policyholder** means the Person(s) named in the Policy Schedule.
- 2.20. War**, shall mean undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.
- 2.21. Terrorism** means any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto. And/or any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards influencing the general public or any part thereof. In any action, suit or other proceedings where Underwriters allege that by reason of the Exclusion any loss is not covered by this Insurance the burden of proving that such loss is covered shall be upon the Assured

3. General Conditions

- 3.1.** Any fraud, mis-statement or concealment, either in the proposal or in relation to any other matter affecting this Insurance, shall entitle Us to render this Insurance null and void and any monies which have been paid by Us to You must be repaid in full immediately.
- 3.2.** Australian law allows the parties to choose the law applicable to this Policy. This Policy will be governed by and construed in accordance with Australian Law. We and the Policyholder agree to submit to the exclusive jurisdiction of the Australian Courts.
- 3.3.** You must be a permanent resident of Australia, unless specifically agreed otherwise in writing by Us.

4. Policy Benefits

STANDARD or BUDGET

4.1. Capital Benefits

Injury sustained by an Insured Person which within twelve calendar months results in:-

The benefits payable will be the following percentage of the capital benefits specified in the schedule.

1. Death (Persons aged less than 18 years 20%)	100%
2. Permanent Quadriplegia or Permanent Paraplegia	100%
3. Permanent and incurable total loss or use of all limbs	100%
4. Permanent Total Loss of sight of both eyes	50%
5. Permanent Total Loss of sight in one eye	25%
6. Permanent Total Loss of use of two limbs	75%
7. Permanent Total Loss of use of one limb	35%
8. Permanent Total Loss of the lens of two eyes	50%
9. Permanent Total Loss of the lens in one eye	25%
10. Permanent Total Loss of hearing in:	
(a) both ears	75%
(b) one ear	15%
11. Third degree burns and/or resultant disfiguration received from fire or chemical reaction extend to cover more than 40% of the entire body	50%
12. Permanent Total Loss of use of four fingers and thumb or either hand	70%
13. Permanent Total Loss of the use of four fingers of either hand	40%
(a) both joints	14%
(b) one joint	6%
14. Permanent Total Loss of use of fingers of either hand	
(a) three joints	10%
(b) two joints	7%
(c) one joint	5%
15. Permanent Total Loss of the use of toes either foot	
(a) all - one foot	15%
(b) great - both joints	5%
(c) great - one joint	3%
(d) other than great, each toe	1%
16. Fractured leg or arm with estimated non union which results in a total and permanent disability to the affected limb including loss of use	7%
17. Shortening of a leg by at least 5cm	7%
18. Any permanent total disability or permanent total loss of use of any body part not shown above will be compensated at a percentage of the capital benefit as determined at the sole and absolute discretion of the underwriters. Such determination will not be inconsistent with the benefits provided under events 4-17 inclusive.	

19. You becoming totally and permanently disabled as a result of injury sustained whilst travelling to or from an event in which you are engaged to play for the Insured we will pay 20% of the applicable capital benefit listed above.

This benefit is subject to deduction of the excess specified in the schedule and a maximum payment per claim as specified in the schedule.

4.2. Medical Benefits - Non Medicare

Injury sustained by an Insured Person which within twelve calendar months results in:-

We will pay the percentage specified in the schedule towards the following expenses incurred as a result of injury:

- * Private Hospital Accommodation
- * Ambulance Transport Cost
- * Physiotherapy and Chiropractic
- * Dental Services (to sound whole teeth only)
- * Ancillary Medical Procedures

This benefit covers only items which are not covered by Medicare. Further, it only applies to the difference between any private health insurance rebate and the actual cost incurred by you.

This benefit is subject to deduction of the excess specified in the schedule and a maximum payment per claim as specified in the schedule.

4.3. Loss of Income (This section does not apply if you have purchased BUDGET cover)

Lump Sum Net Loss of Income Benefit

4.3.1. Total disablement from engaging in or attending to the Insured Person's usual profession, business or occupation. Cover is only provided if the Insured Person was engaged full time in that activity up to the time of the injury. Your entitlement to benefits under this section does not commence until after the expiry of the period of days specified in the schedule. The amount of the benefit shall be the lesser of the percentage of Net income Loss specified in the schedule and the maximum amount specified for this benefit in the schedule.

Injury Assistance and Parents Inconvenience Benefit

4.3.2. No compensation shall be payable in respect of this benefit should there be any amount payable under Section 4.3.1. We will reimburse an Insured Person with the percentage specified in the schedule of non medical expenses directly relating to the injury. There is no claim unless the period of total disablement continues for more than the period specified in the schedule. We will not pay more than the maximum limit specified in the schedule for this benefit.

5. Cancellation

- 5.1.** We may cancel this Policy for any reason by giving written notice to You at Your last known address confirming that all cover will cease thirty (30) days after the date of Our notice. We will return a rateable proportion of any Premium paid by You in respect of any unexpired cover (if any).
- 5.2.** You may cancel this Policy within fourteen (14) days after the Inception Date by writing to Us and We will refund any Premium and Insurance Premium Tax that may have been collected provided that no claim has been notified to Us. If You do not do so You will be deemed to have accepted this Policy and to have agreed to be bound by its terms and conditions. Thereafter, You have the right to cancel this Policy at any time by giving Us written notice at Our Registered Office. Cancellation will be effective upon receipt of the written notice by Us. We will return a rateable proportion of any Premium paid by You in respect of any unexpired cover (if any), provided that no claim has been notified to Us.

6. Exclusions

We will not be liable for Injuries/Disablement directly or indirectly resulting from:

- 6.1.** Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), or Your own criminal act, or being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of a physical accident or injury to You).
- 6.2.** Your engaging in or taking part in any sport/s other than the sport/s nominated in the Schedule.
- 6.3.** Driving or riding in any kind of race, or your taking part in hazardous sports not declared to Underwriters, pursuits or pastimes or engaging in naval, or military and air force services or operations.
- 6.4.** War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, riots, strikes, civil commotion, rebellion, insurrection, or military or usurped power. This exclusion includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory. The word "War" includes undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.
- 6.5.** Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

For the purpose of this endorsement 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 organization(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.

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

- 6.6.** Any pre-existing defect, infirmity or sickness at the time of an accident.

- 6.7 Your engaging in Air Travel except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
- 6.8 All claims arising out of unreasonable failure to seek or follow medical advice.
- 6.9 Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Hepatitis C howsoever this syndrome has been acquired or may be named.
- 6.10 Ionising radiation or radioactive contamination.
- 6.11 Contracting a sexually transmitted disease, pregnancy, childbirth, miscarriage, abortion or infertility treatment and also medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments.
- 6.12 Any medical or surgical procedure performed on You for any gradually developing bodily deterioration whatever the cause of that deterioration.
- 6.13 If the Injury arises from sickness, disease or disorder of any kind.

7. Claim Conditions

- 7.1. Written Notice must be given to Us within thirty (30) days (or as soon as reasonably thereafter) of becoming aware of any Accident which causes or may cause Disablement within the meaning of this Insurance and, if applicable, You must as early as possible, place Yourself under the care of a duly qualified Medical Practitioner.
- 7.2. Written Notice must be given to Us as soon as reasonably practicable in the event of the death of the Policyholder resulting or alleged to result from an Accident.
- 7.3. No claim will be accepted under this policy by Us until We have received a completed claim form together with satisfactory medical evidence, proof of age and Occupation, employer's certificates and such other documents We may reasonably require.
- 7.4. If the consequence of an Accident shall be aggravated by any condition of physical disability that You had which existed before the Accident occurred, the amount of any compensation payable under this Insurance in respect of the consequences of the Accident shall be the amount which it is reasonably considered could have been payable if such consequences had not been so aggravated.
- 7.5. In event of a claim under this Insurance, You shall allow all medical records, notes and correspondence referring to the claim or related pre-existing conditions to be made available on request, in accordance with all statutory provisions relating to access medical records, to the medical adviser appointed by Us or on Our behalf (at Our own expense) and such medical adviser shall be allowed, so often as may be deemed necessary, to make an examination of You.
- 7.6. Once We have accepted the claim for Disablement, We will pay benefits at the completion of your treatment and upon receipt of satisfactory evidence of your medical expenses or return to work after Temporary Total Disablement.
- 7.7. All Temporary Disablement benefits shall cease on Your Death.
- 7.8. The maximum weekly benefit shall not exceed the percentage nominated in the Schedule of Your Income, less benefit from any other insurance policy or benefits paid to You by an employer or any other source. Proof of net income may be required from an independent and qualified third party. In the event that the weekly benefit exceeds the aforesaid limit then any claim shall be evaluated upon the percentage nominated in the Schedule of Your Income.

Claim Conditions (cont)

- 7.9. Odd days of benefit will be payable at one seventh of the weekly benefit. Weekly benefit will only be payable in respect of complete days of disablement.
- 7.10. During the currency of the claim You must continue to pay any relevant Premiums and Insurance Premium Tax as originally stated in the Policy Schedule if and when they fall due.
- 7.11. Benefits shall NOT be payable for more than one of the events in the “policy benefits sections 4.1 and 4.3” in respect of the same Bodily Injury.
- 7.12. Benefits payable for “policy benefits section 4.1” shall be reduced by any sum already paid under section 4.2 and 4.3 in respect of the same Bodily Injury. After the happening of any one of events in section 4.1 there shall thereafter be NO further liability under the policy in respect of the same Insured Person.
- 7.13. Benefits shall NOT be payable under more than one of the events for disablement resulting from any further Bodily Injury whilst there is an existing entitlement for Benefits.
- 7.14. Benefits shall NOT be payable unless you shall as soon as possible after the happening of any occurrence obtain and follow proper medical advice from a legally qualified Medical Practitioner.
- 7.15. Benefits shall NOT be payable for any period after the Insured Person has resumed playing or training for the sport nominated in the schedule except for subsequent unrelated Bodily Injuries.
- 7.16. Benefits shall NOT be payable for that part of the benefit payable under Loss of Income for which other benefits can be claimed.
- 7.17. Benefits shall be reduced by any amount that the Insured Person or his/her dependents are entitled to receive any compensation or benefits as a result of the bodily injury suffered, from any source whatsoever.
- 7.18. We will at our own expense have the right and opportunity to examine the insured person when as often as we may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

8. Claims Procedure

- 8.1. If You wish to make a claim, either contact the Intermediary who arranged this Insurance for You or contact Sportscover (as per the address below). When submitting the claim form You must give your Policy reference. Please note that if medical treatment has been received you must obtain medical certificates showing the nature of the injury. All circumstances that are likely to give rise to a claim under this Insurance should be notified within thirty (30) days after the occurrence (or as soon as reasonably practicable thereafter).

9. Complaints Procedure and Dispute Resolution Process

- 9.1. It is always Our intention to provide a first class standard of service. However, if you have any cause for complaint you should, in the first instance, contact the Intermediary who arranged this Insurance for You.
- 9.2. Should the matter not be resolved to your satisfaction please write to the Managing Director of Sportscover Australia 52 - 62 Stud Rd Bayswater Victoria 3152
- 9.3. If you have an unresolved complaint or dispute, ask to be referred to the Dispute Resolution Representative, who will review the matter with you.
- 9.4. If you are not satisfied with the outcome of this process and your complaint:
- Concerns a claim, you have the option of contacting the General Insurance Enquiry and Complaints Scheme office and have the matter referred to the Claims Review Panel which has been established as an independent body to offer consumers an impartial and authoritative alternative to litigation. The determinations of the Claims Review Panel will be binding on us up to a certain amount, but are not binding on you.
 - Does not concern a claim, our Dispute Resolution Representative can advise you of other alternatives available.

9.5 Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act, 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter

- That diminishes the risk to be undertaken by the insurer;
- That is of common knowledge;
- That your insurer knows or, in the ordinary course of his business, ought to know;
- As to which compliance with your duty is waived by insurer.

9.6 Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

9.7 Your policy consists of:

- This insurance policy document which sets out details of your cover and its limitations and
- A schedule approved by us, which sets out who is insured, the cover(s) selected, the period of insurance, the limits of liability, excesses and other important information. This is referred to as the current schedule in the policy wording.

You should carefully read and retain your insurance policy and current schedule. These documents should be read together as they jointly form the contract of insurance between you and us. Any new or replacement schedule we may send you, detailing changes to your insurance or the period of insurance will become the current schedule which you should carefully read and retain.

SAMPLE DOCUMENT

SPORTSCOVER AUSTRALIA PTY. LTD. A.C.N. 006 637 903

MELBOURNE:	52-62 Stud Road, Bayswater 3153	Tel: (03) 9721 4700	Fax: (03) 9721 4711	Int: 61 3 9721 4700
SYDNEY:	Suite1, Level 2 68 Macquarie St, Parramatta, 2150	Tel: (02) 9689 2311	Fax: (02) 9689 2470	Int: 61 2 9689 2311
UNITED KINGDOM:	Level 1, 141/2 Fenchurch St, London, EC3M 6BL	Tel: 0207 623 4979	Fax: 0207 623 4989	Int: 44 207 623 4979

INTERNET EMAIL: info@sportscover.com

INTERNET SITE: www.sportscover.com