

Players Personal Accident

Policy Wording



Table of Contents

This document contains General Information and the Policy terms and conditions.

Product Disclosure Statement (PDS)	4
Code of Practice	6
Dispute Resolution	7
Policy Terms and Conditions	7
The Insurer	7
Our agreement with You	7
General Definitions	8
Section 1 - Capital Benefits	10
Section 2 - Temporary Total Disablement	12
Loss of Income Benefit – Income Earners	12
Student Allowance – Non Income Earners	12
Domestic Home Help – Non Income Earners	12
Section 3 – Medical Benefits	13
Non Medicare Benefits	13
Physiotherapy Benefits	13
Section 4 - Loss of Club Subscription	14
Section 5 – Additional Benefits	14
Injury Assistance and Parents Inconvenience Benefit	14
Rehabilitation Benefit	15
Bed Care Benefit	15
Dependant Children’s Allowance	15
Home Renovation Benefit	15
Funeral Expenses Benefit	15
In Memoriam Benefit	16
Kidnapping Benefit	16
General Exclusions	16
Conditions	17

General Conditions	19
Cancellation	20
Claims Conditions	20
Claims Notification	20

© Sportscover Australia Pty Ltd. No part of this document can be reproduced, sold, published, stored in a retrieval system or used for any commercial purpose without written permission from an authorised representative of Sportscover Australia Pty Ltd.

Product Disclosure Statement (PDS)

1 September 2008

The purpose of this PDS

This PDS has been prepared to help You decide:

- Whether this product will meet Your needs; and
- Compare this product with any other products You may be considering.

This document tells You about the Golf Australia Sports Injury insurance. It is designed to help You decide if the cover is right for You. Any advice is general only and does not take into account Your individual needs and circumstances. You should read it, and any other documents We send You, to ensure You understand Your cover. Please keep them in a safe place for future reference.

The Issuer

This product is administered by Sportscover Australia Pty Ltd (ABN 43 006 637 903) (AFS Licence No.230914) of 271-273 Wellington Road, Mulgrave, Vic. 3170 under an authority from Syndicate 3334 at Lloyd's.

You can contact Sportscover Australia Pty Ltd by:

Telephone: (03) 8562 9100

Fax: (03) 8562 9111

Email: golfaust@sportscover.com

In Writing: 271-273 Wellington Road, Mulgrave, Vic 3170

Cooling-off Period

If You decide this Policy does not meet Your needs You are entitled to cancel this Policy prior to the expiration of 14 days from the earlier of:

- The date You received confirmation of the insurance transaction; or
- The end of the fifth day after the Policy was issued to You.

A full refund of premium You have paid will be made to You (inclusive of Government Taxes and charges) unless a claim has been made under this Policy.

The Policy may also be cancelled at other times in accordance with the terms shown in the Policy.

Your Privacy

The Privacy Act 1988 seeks to ensure the confidentiality and security of any personal information.

The Sportscover Australia Privacy Policy, that details how we handle personal information, is available on request or on Our Website www.sportscover.com. You have the right to access and correct Your personal information We hold. If You would like to do this please call Us.

Your Duty of Disclosure

The things You need to tell Us

Before you enter into this policy, the Insurance Contracts Act 1984 (Cth) requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your policy. You will be asked various questions when you first apply for your policy. When you answer these questions, you must:

- give us honest and complete answers;
- tell us everything you know; and
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

If you vary, extend, reinstate or replace your policy your duty is to tell us before that time, every matter known to you which;

- you know; or
- a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to insure you and whether any special conditions need to apply to your policy.

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

- diminishes our risk;
- is of common knowledge;
- we know or should know as an insurer; or
- we tell you we do not need to know.

Who Does The Duty Apply To?

Everyone who is insured under the policy must comply with the duty of disclosure.

What Happens If You Or They Breach The Duty?

If you or they do not comply with the relevant duty, we may cancel the policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

The Purpose of the Cover

The Policy provides Sports accident cover for members of Golf Clubs. It is an annual renewable cover, however the Policy is not guaranteed renewable.

How to Apply for Insurance

Contact your broker or contact Sportscover at austgolf@sportscover.com

When Your application is quoted and You accept Our quote, We will issue You a Policy Wording and Schedule that details the insurance You have taken out. Please keep these documents in a safe place.

How to Make a Claim

If You or an Insured Person wish to make a claim, please contact Your Broker or Us. Details about making a claim are shown in the Policy Wording.

Taxation

All Government Taxes and charges are shown separately on The Schedule.

Excess Period/Excess Payable

In the event of a claim, You will not be entitled to receive any payment until an Excess Period has expired. The Excess

Periods are described in the Policy and shown on The Schedule.

In some circumstances You will also be required to contribute to Your claim. The excess payable is described in the Policy and shown on The Schedule.

Significant Features and Benefits

Depending on the cover You chose, the Policy provides for:

- Weekly payments if an Insured Person is Temporarily Totally Disabled through Bodily Injury;
- A capital sum payment if, for example, an Insured Person loses hearing, an eye or a limb.

The main benefits are:

- Lump sum payments for some permanent injuries;
- Cover for loss of income; and
- Cover for non Medicare Medical expenses

Significant Risks

The Policy will not provide cover in some circumstances nor for some injuries. You should read the Policy exclusions for full details. Some of the main exclusions are Bodily Injury caused by or resulting from:

- Self-infliction
- War and terrorism
- Aerial activities
- Being under the influence of drugs or alcohol
- Criminal acts
- Psychiatric or psychological disorder
- Contamination by radioactivity
- Pre-existing conditions
- Sickness

The Premium

The premium is calculated taking into account many and varied risk factors. It is payable annually.

The total premium includes all Government charges that are shown separately.

Premium rates may be changed only on renewal of the Policy. You will be given at least 14 days notice prior to the annual expiration date of the Policy of the renewal terms.

Code of Practice

This Policy is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this Insurance should be referred to Us in the first instance. If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should write to:

Lloyd's Underwriters' General Representative in Australia

Suite 2, Level 21

Angel Place

123 Pitt Street

Sydney NSW 2000

Telephone Number: (02) 9223 1433

Facsimile Number: (02) 9223 1466

Who will refer your dispute to the Complaints Department at Lloyd's.

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

The Underwriters accepting this Insurance agree that:

i. if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

ii. any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia

Suite 2, Level 21

Angel Place

123 Pitt Street

Sydney NSW 2000

who has authority to accept service and to appear on the Underwriters' behalf;

iii. if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

Dispute Resolution

We will do everything possible to provide a high quality service to You. However, We recognise that occasionally there may be some aspect of Our service or a decision We have made that You wish to question or draw to Our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to Your complaint within 15 working days.

If You would like to make a complaint or access Our internal dispute resolution service please contact Your nearest Sportscover office and ask to be referred to Our dispute resolution department or contact Us via www.sportscover.com

Policy Terms and Conditions

This part of the document contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy.

The Insurer

The Policy is underwritten by Syndicate 3334 at Lloyd's (Sportscover), registered address in Australia is 271-273 Wellington Road, Mulgrave VIC 3170.

This is to certify, that in accordance with the authorisation granted under contract number B0573K0800288 to Sportscover Australia Pty Ltd, Syndicate 3334 at Lloyd's have agreed to insure the Insured Persons noted in The Schedule, in accordance with the terms and conditions of this Policy.

You or Your representative can obtain further details of Syndicate 3334 by requesting them from Us.

In accepting this insurance, We have relied on the information and statements that have been provided on the Proposal Form (or Declaration). You should read this Policy carefully and if it is not correct contact Us.

Our agreement with You

This Policy is a legal contract between You and Us. You pay Us the premium, and We provide the Insured Person's with the cover You have chosen as set out in The Schedule and in the Wording for claims occurring during the Period of Insurance shown on The Schedule or any subsequent renewal period.

General Definitions

Wherever used throughout this document the following word(s) have special meanings:

Term or Word	Definition
Accident	means a sudden, unexpected, unusual, specific event which occurs at a definable time and place.
Act of Terrorism	means any actual or threatened act of any person acting individually or on behalf of or in connection with any organisation 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 organisation with activities directed towards influencing the general public or any part thereof. In any action, suit or other proceedings where We allege that by reason of the General Exclusion any loss is not covered by this Insurance the burden of proving that such loss is covered shall be upon the Insured Person.
Bodily Injury	means an injury which, occurs solely and independently of any other cause; and (a) is sustained by an Insured Person during the Scope of Cover, (b) is sustained by an Insured Person during the Period of Insurance, (c) is caused by an Accident, and (c) results, within 12 calendar months of the Accident, in the Insured Person suffering one or more of the Events listed in Section 1 - Capital Benefits and/or suffering Temporary Total Disablement.
Dependant Children	means the unmarried children under the age of 19 who are still living at home, or under 25 years of age and engaged as a full time student at an accredited institution of higher learning, and are entirely dependant on the Insured Person at the time of the loss. Dependant Children extends to include step or legally adopted children.
Disablement means Temporary Total Disablement.	Excess means the amount of money the Insured Person will be required to contribute in any claim. The amount is shown in The Schedule.
Excess Period	means the number of consecutive days shown in The Schedule that no Weekly Benefit is payable following the Temporary Total Disablement for which treatment is received from a Medical Practitioner.
Golfing Event	means whilst playing or practising golf or attending a golfing activity as a spectator or guest.
Insured Person/Member	means: 1. any affiliated player of The Insured;

	<p>2. any Employee, volunteer or official of Golf Australia Ltd or affiliated association or club whilst participating in a Golfing Event;</p> <p>3. any participant whilst trialing at a Golfing Event;</p> <p>4. any person attending a promotional, social or fundraising activity or sponsored event operated by and/or sanctioned by Golf Australia Ltd or affiliated association or club.</p>
Insurance Premium Tax	means all Taxes payable to the Government at the rate applicable from time to time.
Maximum Benefit Period	means the total period for which Weekly Benefits will be payable under this Policy in respect of all Temporary Total Disablement.
Medical Expenses	means any reasonable expense incurred by an Insured Person from a Medical Practitioner where the expense is directly as a result of a Bodily Injury received whilst participating in a Golfing Event. This does not include any amount to which a Medicare rebate shall apply or that is payable from any other source.
Medical Practitioner	means a duly qualified and registered Medical Practitioner who is not related to You, or the Insured Person to whom the Bodily Injury has occurred, by blood or marriage.
Net Income Lost	<p>means:</p> <p>For an Insured Person who is a salaried employee, their gross weekly rate of pay prior to deduction of income tax earned from personal exertion excluding bonuses, commission, overtime or allowances averaged over the 12 months prior to the Bodily Injury or averaged over a shorter period if the Insured Person has been in that role for less than 12 months;</p> <p>For an Insured Person on a Total Employment Cost (TEC) basis, the average gross Weekly value of the package including but not limited to items such as wages, vehicle costs subscriptions, fees and travel allowances before income tax but excluding bonuses, commission, overtime or other allowances;</p> <p>For a self employed Insured Person, the gross Weekly income earned from personal exertion after the deduction of all expenses necessarily incurred in earning that income, averaged over the 12 months prior to the Bodily Injury or averaged over a shorter period if the Insured Person has been in that role for less than 12 months;</p> <p>In respect of all Insured Persons any amount for which they are entitled to by way of sick leave, payments from any National, State or Territory legislation, including Social Welfare legislation, or any other Policy of insurance shall be deducted from the amount so calculated.</p>
Normal or Temporary Place of Residence	means the place in which the Insured Person currently lives and has been resident for the past 3 consecutive months or intends to be resident for at least 3 months.

Occupation	means the Insured Person's usual employment, profession or occupation.
Scope of Cover	means whilst playing golf or attending a Golfing Event and shall only apply from the time an Insured Person leaves his/her Normal or Temporary Place of Residence or normal or temporary place of work whichever the later, whilst traveling to, during or from a Golfing Event, until returning to the Insured Person's Normal or Temporary Place of Residence or normal or temporary place of work after the Golfing Event, whichever the earlier; whilst during the Period of Insurance.
Temporary Total Disablement	means disablement which entirely prevents the Insured Person from performing each and every duty of their Occupation.
We, Our, Us	means Sportscover Australia Pty Ltd, ABN 43 006 637 903, under an authority from The Insurer.
You, Your	means The Insured as noted in The Schedule.

Section 1 - Capital Benefits

Subject to the General Conditions and Exclusions contained herein We agree to pay the percentage as noted in The Schedule below, if during the Scope of Cover an Insured Person shall sustain Bodily Injury which shall solely and independently of any other cause within 365 days from the date of the Accident result in any of the Events 1-14

1	Death (limited to 20% of the Capital Benefit in The Schedule for Insured Persons under 18 years of age unless the person has Dependant Children)		100%
2	Permanent Quadriplegia or Paraplegia		175%
3	Total and incurable Insanity		175%
4	Total loss of sight	two eyes	100%
		one eye	50%
5	Total loss of hearing	two ears	75%
		one ear	25%
6	Total loss of use of	two arms	75%
		one arm	35%
7	Total loss of use of	two legs	75%
		one leg	35%

8	Total loss of use of	two+ fingers	40%
		two fingers	14%
		one finger	4%
		one thumb	5%
9	Total loss of use of	two+ toes	40%
		two toes	14%
		one toe	4%
10	Total loss of	two kidneys	75%
		one kidney	30%
		spleen	25%
		liver	70%
		two testicles	40%
		one testicle	6%
		sexual function	45%
11	Total & permanent	Disfigurement	up to 45%
		shortening of leg	7%
	For the purposes of this Event 11 only Disfigurement means disfigurement that extends to more than 20% of the entire external body. The total percentage paid to be at Our sole and absolute discretion.		
12	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 Our sole and absolute discretion. Such determination will not be inconsistent with the benefits provided under events 4-11 inclusive.		up to 90%
13	Becoming HIV positive but cover for this Event is only provided if the infection was as a direct result of playing or participating in a Golfing Event.		10%
14	<p>Actual Non Medicare Medical Expenses incurred following Accidental miscarriage or premature child birth up to max 26 Weeks of pregnancy.</p> <p>Cover for this Event is only provided if the miscarriage or premature childbirth was as a direct result of playing or participating in a Golfing Event.</p> <p>Event 14 is subject to deduction of the Excess specified in The Schedule for Medical Benefits</p>		up to 5%

Section 2 - Temporary Total Disablement

Loss of Income Benefit – Income Earners

If an Insured Person who earns income via personal exertion suffers Bodily Injury during the Scope of Cover resulting in Temporary Total Disablement We shall pay up to 75% of the Insured Person's Net Income Lost or the amount specified for this benefit in The Schedule, whichever is the lesser. Cover is only provided if the Insured Person was engaged full time in their Occupation up to the time of the Bodily Injury. An Insured Person's entitlement to benefits under this Section does not commence until after the expiry of the Excess Period specified in The Schedule.

Student Allowance – Non Income Earners

If an Insured Person, who does not earn income but is a full time student at an accredited institution of higher learning, suffers Bodily Injury We shall pay up to 100% of the actual cost of Home Tutorial Expenses certified as necessary by the attending Medical Practitioner subject to a maximum of \$200 per Week for each Week of Temporary Total Disablement. An Insured Person's entitlement to benefits under this Section does not commence until after the expiry of the Excess Period specified in The Schedule.

For the purposes of this sub Section only Home Tutorial Expenses is defined as costs incurred for a tutor or tutors to attend the Insured Person's Normal Place of Residence to continue the studies that the Insured Person has been completing in the 12 months prior to the date of the Bodily Injury.

Domestic Home Help – Non Income Earners

If an Insured Person who does not earn income suffers Bodily Injury We shall pay up to 100% of the actual cost of domestic home help certified as necessary by the attending Medical Practitioner subject to a maximum of \$200 per Week for each Week of Temporary Total Disablement. An Insured Person's entitlement to benefits under this Section does not commence until after the expiry of the Excess Period specified in The Schedule.

In respect of this Section benefits will only be payable under one of the Sub Sections for each occurrence of Bodily Injury and this Section is subject to the General Conditions and Exclusions contained herein

The Maximum Benefit Period for Temporary Total Disablement shall be 104 weeks.

Section 3 – Medical Benefits

Non Medicare Benefits

Subject to the General Conditions and Exclusions contained herein if, during the Scope of Cover, an Insured Person suffers Bodily Injury which within twelve calendar months results in:

- Private Hospital Accommodation
- Ambulance Transport Cost
- Chiropractic
- Dental Services (to sound whole teeth only)
- Ancillary Medical Procedures
- Theatre Fees in Private Hospital where Medicare does not apply
- Orthotics, Splints and Prosthesis where an Insured Person's Medical Practitioner considers them medically necessary for the treatment of the Bodily Injury

We will pay for the Non Medicare Medical Expenses incurred subject to the percentage and maximum sum insured as noted in The Schedule

This benefit covers only expenses that are not covered by the Medicare Act 1983. Further, it only applies to the difference between any private health insurance rebate to which an Insured Person may be entitled and the actual cost incurred by the Insured Person.

This benefit is subject to deduction of the Excess specified in The Schedule and a maximum payment per claim as specified in The Schedule.

In the event an Insured Person suffers Bodily Injury more than 200 kilometres from their Normal Place of Residence and are hospitalized for 3 days or more at that location We will pay up to \$2,000 toward the cost of repatriation to a medical facility of the Insured Person's choice within 20 kilometres of their Normal Place of Residence in addition to expenses incurred under this Section.

Physiotherapy Benefits

Subject to the General Conditions and Exclusions contained herein if, during the Scope of Cover, an Insured Person suffers Bodily Injury which within twelve calendar months results in physiotherapy treatment required and provided by a suitably qualified physiotherapist We will pay the following:

Visits 1 to 5 95% (of the fee charged less rebates from other sources) Visits 6 to 10 80% (of the fee charged less rebates from other sources) All other visits 75%

This benefit is subject to the maximum payment per claim and the application of the Excess specified in The Schedule

Section 4 - Loss of Club Subscription

Subject to the General Conditions and Exclusions contained herein We agree, that where an Insured Person has paid a fee for Golf Club Membership and has suffered a Bodily Injury, We shall pay to the Insured Person 1/12 of the annual membership fee for each continuous month after the Bodily Injury until the earliest of:

1. the expiry of your current membership;
2. for a maximum period of twelve months following the date you first suffered the
3. Bodily Injury;
4. the date your treatment has finished and you return to playing golf

Provided always that

- (a) any condition or physical disability, that was known to exist prior to the Insured
- (b) Person being covered by this Policy, will not be covered by this Policy;
- (c) the maximum amount payable to any one member shall be limited to the Insured Person's annual membership fee or the sum Insured stated in The Schedule which ever is the lower;
- (d) a claim has been accepted under any other Section of this Policy.

Section 5 – Additional Benefits

Subject to the General Conditions and Exclusions contained herein if an Insured Person has a valid claim under any other Section of this Policy We shall pay the following Additional Benefits.

Injury Assistance and Parents Inconvenience Benefit

We will reimburse an Insured Person for non medical expenses incurred directly relating to the Bodily Injury. We will not pay more than the maximum limit specified in The Schedule for this benefit.

For the purposes of sub Section non medical expenses includes items such as transportation and accommodation costs certified as necessary by the Insured Person's Medical Practitioner. Non medical expenses does not include wages lost by any person.

No compensation shall be payable in respect of this sub Section should there be any amount payable under Section 2 – Temporary Total Disablement.

Rehabilitation Benefit

We will pay all reasonable costs incurred for the rehabilitation of a Bodily Injury which have been incurred following a referral from a Medical Practitioner to a rehabilitation provider including but not limited to a Gymnasium, Pilates Studio or physical trainer to a maximum amount of \$500.

In addition to this We will pay the expenses incurred for tuition or advice from a licensed vocational school provided such tuition is undertaken with the Company's prior written agreement and deemed required by the Insured Person's regular Medical Practitioner up to a maximum of \$3,000.

Bed Care Benefit

In the event an Insured Person is necessarily confined to a bed after a Bodily Injury for a period of not less than 7 days and their confinement is certified as necessary by their attending Medical Practitioner to be under the continuous care of a registered nurse, who is not related to the Insured Person or a member of the Insured Person's family, We will pay the Insured Person \$300 per week up to a maximum of 52 weeks.

For the purposes of this Benefit, We will not pay for any claim whereby the Insured Person is confined to a bed in any institution used 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 of alcohol or drug addicts.

Dependant Children's Allowance

We will pay all reasonable costs incurred by the Dependant Children of an Insured Person as a direct result of the Bodily Injury to the Insured Person whilst the Insured Person is under going treatment for a Bodily Injury covered under this Policy to a maximum amount of \$500

Home Renovation Benefit

If, as a direct result of Bodily Injury, an Insured Person has a valid claim under Events 2 to 7 of Section 1 - Capital Benefits, and the Insured Person is required to renovate his or her Normal Place of Residence, for the purpose of normal daily living (ie washing, cooking, bathing and dressing) We shall pay 80% of costs incurred for the installation of necessary items including but not limited to ramps, guide rails, alarm systems and similar household aids, up to a maximum of \$10,000

Funeral Expenses Benefit

If, as a direct result of Bodily Injury, an Insured Person suffers Event 1 of Section 1 – Capital Benefits, We will pay an amount not exceeding \$5,000 in respect of the Insured Person's funeral expenses upon receipt of verifiable accounts and/or receipts.

In Memoriam Benefit

If, as a direct result of Bodily Injury, an Insured Person suffers Event 1 of Section 1 – Capital benefits We will pay You all reasonable costs associated with the proper observance of the passing of a club member to a maximum of \$1,000.

Kidnapping Benefit

If an Insured Person is kidnapped during the Scope of Cover, We will pay 10% of the Capital Benefit listed in The Schedule.

General Exclusions

We will not pay any claim under any Section of this Policy that arises directly or indirectly out of the following:

- i. Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), or Your or the Insured Person's own criminal act, or the Insured Person 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 Bodily Injury).
- ii. The Insured Person engaging in or taking part in any sporting activity other than a Golfing Event.
- iii. Any pre-existing defect, infirmity or sickness the Insured Person suffered from at the time of the Accident.
- iv. Pregnancy or related complications, in either case, unless accelerated by accidental injury as per Section 1 - Capital Benefit, Event 14.
- v. The Insured Person engaging in any aerial activity 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.
- vi. All claims arising out of the Insured Person's failure to seek or follow medical advice. (vii) Human Immunodeficiency Virus (HIV) howsoever this syndrome has been acquired or may be named. However this does not apply to the extent cover is provided in Capital Benefit, Event 13.
- vii. Contracting a sexually transmitted disease, abortion or infertility treatment.
- viii. Medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments unless necessitated by a Dental Injury occurring during the Scope of Cover.
- ix. Any medical or surgical procedure performed on the Insured Person for any gradually developing bodily deterioration whatever the cause of that deterioration.

- x. Sickness, disease or disorder of any kind not arising from Bodily Injury.
- xi. Costs incurred for preventative measures rather than for the treatment of a Bodily Injury.

We shall not be liable for:

- (a) illness, accident, loss, damage, liability or any expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - i. ionising radiations or contamination by radioactivity from any nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - ii. 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;
 - iii. Any Act of Terrorism;
 - iv. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- (b) any consequential loss whatsoever.

Conditions

- (a) Written notice must be given to Us as soon as reasonably practicable in the event of the death of an Insured Person resulting or alleged to result from an Accident.
- (b) 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.
- (c) If the consequence of an Accident shall be aggravated by any condition of physical disability that the Insured Person had which existed before the Accident occurred, the amount of any compensation payable under this Policy 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.
- (d) In event of a claim under this Policy, 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.

- (e) Once We have accepted the claim for Temporary Total Disablement, and upon receipt of satisfactory evidence from the Insured Person's Medical Practitioner confirming Temporary Total Disablement, We will pay benefits monthly in arrears. In respect of Dental Injury expenses We will pay benefits at the completion of Your treatment, up to a maximum of 12 months from the date Dental Injury occurred
- (f) All Temporary Disablement benefits shall cease on the Insured Person's death.
- (g) The amount of any Weekly Benefit payable under Temporary Total Disablement will be reduced by the amount of any periodic compensation benefits payable under any other insurance policy or by The Insured Person's employer or from any other source so that the total amount of any such benefits and the Weekly Benefit payable under this Policy shall not exceed the amount nominated in The Schedule or The Insured Person's Net Income Lost whichever is the lesser.
- (h) Odd days of benefit will be payable at one seventh of the Weekly Benefit. Weekly Benefits will only be payable in respect of complete days of Disablement.
- (i) Benefits shall not be payable for more than one of either Capital Benefit or Temporary Total Disablement in respect of the same Bodily Injury.
- (j) Any benefits payable for Section 1 - Capital Benefits shall be reduced by any sum already paid under Temporary Total Disablement in respect of the same Bodily Injury. After the happening of any one of Events in Section 1 - Capital Benefits there shall thereafter be no further liability under Section 1 - Capital Benefits in respect of the same Insured Person.
- (k) Benefits shall not be payable under more than one of the Section 1 - Capital Benefit Events for disablement resulting from any further Bodily Injury whilst there is an existing entitlement for benefits.
- (l) Benefits shall not be payable unless the Insured Person shall as soon as possible after the happening of any occurrence obtain and follow proper medical advice from a legally qualified Medical Practitioner.
- (m) Benefits shall not be payable for any period after the Insured Person has resumed playing or practicing golf except for subsequent unrelated Bodily Injuries.
- (n) Benefits shall not be payable for that part of the benefit payable under Net Income Lost for which other loss of income benefits can be claimed.
- (o) We will, at Our own expense, have the right and opportunity to examine the Insured Person when and as often as We may reasonably require during the period of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

General Conditions

- 1.** The Insured Person must exercise reasonable care to prevent accident, injury, loss or damage and at all times act as if uninsured.
- 2.** The due observance and fulfilment of all terms and conditions of this Policy by the Insured Person or anyone acting on his/her behalf insofar as they relate to anything to be done or complied with by the Insured Person or anyone acting on his/her behalf shall be a condition precedent to any liability of Ours to make any payment under this Insurance.
- 3.** Any fraud, concealment, or deliberate mis-statement by an Insured Person, if unknown to the Insured, in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void in so far as it relates to the Insured Person in question but any such fraud, concealment, or deliberate mis-statement by or known to the Insured shall render the whole Insurance null and void and all claims hereunder shall be forfeited.
- 4.** All claims arising under this Insurance shall be governed by the Law of Australia whose Courts alone shall have jurisdiction in any dispute arising hereunder.
- 5.** We shall not provide any cover nor shall We be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Cancellation

We may cancel this Policy in accordance with the Insurance Contracts Act (1984) as amended. We will return a rateable proportion of any Premium paid by You in respect of any unexpired cover (if any).

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 and Insurance Premium Tax paid by You in respect of any unexpired cover (if any), provided that no claim has been notified to Us.

Claims Conditions

Claims Notification

If an event giving rise to a claim under this Insurance occurs, the Insured Person shall:

- (a) notify Us via the firm stated in The Schedule as soon as practicable, by telephone or in writing within 30 days;
- (b) within 120 days of the incident occurring (or such further time as We may allow in writing) provide Us with written details;
- (c) provide Us with all proofs and information in relation to a claim that they may reasonably require together with (if required) a statutory declaration of the truth of the claim and any connected matters;
- (d) take immediate action to minimise the loss, destruction, damage, injury, illness or disease;
- (e) pass every letter, claim, writ, summons and process to Us immediately upon receipt;

No claim shall be payable unless the terms of this condition have been complied with.

Melbourne Office

271 – 273 Wellington Road, Mulgrave, VIC 3170
Locked Bag 6003, Wheelers Hill, VIC 3150
T: +61 (0)3 8562 9100 F: +61 (0)3 8562 9111

Claims Hotline: 1300 134 956 (Aust. Only)

Sydney Office

Suite 305, 25 Lime Street, Sydney NSW 2000
PO Box Q896, QVB, NSW 1230
T: +61 (0)2 9268 9100 F: +61 (0)2 9268 9111

Email: asiapac@sportscover.com

