



Sports Injury

(For Sporting Bodies, Associations & Clubs)

Policy Wording

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Coverholder

Sportscover Australia Pty Ltd
Level 1, 271 – 273 Wellington Road, Mulgrave Victoria, VIC 3170; and
Suite 504, 35 Lime Street, Sydney, NSW 2000

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Product Disclosure Statement (PDS)

01 October 2021

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 Sportscover 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 Level 1, 271-273 Wellington Road, Mulgrave, Vic. 3170 under an authority from Certain Underwriters at Lloyd's and HDI Global Speciality SE - Australia.

You can contact Sportscover Australia Pty Ltd by:

Telephone: (03) 8562 9100
Fax: (03) 8562 9111
Email: asiapac@sportscover.com
In Writing: Level 1, 271-273 Wellington Road, Mulgrave, Vic 3170

Cooling-off Period

You may cancel this policy within prior to the expiration fourteen (14) days after the Inception Date by contacting the Coverholder and We will refund any Premium and Insurance Premium Tax that may have been collected provided that no claim has been notified to Us

You can also cancel the policy at other times in accordance with the terms shown in the policy.

Your Privacy

The Privacy Act 1988 and its amendments seeks to ensure the confidentiality, accuracy

and security of any personal information we may collect, use or disclose.

The Sportscover Australia Privacy policy details how we will comply with our Privacy obligations regarding personal information we hold, use or collect. It is available on request or on the Sportscover Website www.sportscover.com.

You have the right to access and correct Your personal information held by Sportscover Australia Pty Ltd. If You would like to do this please contact Sportscover Australia Pty Ltd on 03 8562 9100.

Your Duty of Disclosure

You have a Duty of Disclosure under law which requires that before a policy is entered into, You must give Us certain information We need to decide whether to insure You and anyone else under the policy, and on what terms. Your Duty of Disclosure differs depending on whether You are entering into a new policy or not.

New Policy

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984.

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until We agree to insure You.

Renewals

Before You renew this contract of insurance, You have a duty of disclosure under the Insurance Contracts Act 1984.

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and

that a reasonable person in the circumstances would include in answering the questions.

Also, We may give You a copy of anything You have previously told Us and ask You to tell Us if it has changed. If We do this, You must tell Us about any change or tell Us that there is no change.

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

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

If You do not tell Us something

If You do not tell Us anything You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, or if We would not have issued the policy if not for Your failure to tell Us anything You are required to tell Us, We may refuse to pay a claim and treat the contract as if it never existed.

Reminder - Your duty of disclosure

You have previously been given a notice informing You of Your duty of disclosure in relation to an eligible contract of insurance.

This is a duty to tell Us, in response to Our questions, anything that You know, and that a reasonable person in the circumstances would include answering the questions.

You have this duty until We agree to insure You.

The Purpose of the Cover

The policy provides sports accident cover for individuals, clubs, companies and associations. It is an annual renewable cover, however the policy is not guaranteed renewable.

How to Apply for Insurance

Complete the application form and forward it to Your Sportscover Accredited Broker.

If Your application is accepted, We will send You a schedule that sets out details of the insurance You have taken out. Please keep the policy wording and attach the schedule to it.

How to make a Claim

If an event giving rise to a claim under this [policy](#) occurs please provide details as soon as practically possible by contacting Your broker or the Claims Department:

Sportscover Australia Limited

Level 1, 271-273 Wellington Road Mulgrave, Victoria, Australia, 3170

Telephone: +61 (0)3 8562 9100

Fax: +61 (0)3 8562 9111

Email:

[asiapac.claims@sportscover.c](mailto:asiapac.claims@sportscover.com)

[om](#)

Taxation

All Government Taxes and charges are shown separately on the insurance schedule. Details about the GST are shown in the policy wording.

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 Your 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 Your schedule.

Significant Features and Benefits

Depending on the cover You or Your club or association chooses, 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 non Medicare medical expenses; and
- Cover for loss of income

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

Your premium is calculated taking into account many and varied risk factors. It is payable annually or by instalments in some circumstances.

Your total premium includes all Government charges that are shown separately on the schedule.

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 (or that We are unwilling to offer renewal).

General Insurance Code of Practice

Sportscover Australia, Underwriters at Lloyd's and HDI Global Speciality SE - Australia are proud supporters of the General Insurance Code of Practice ("the code").

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's and HDI Global Speciality SE - Australia has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

Complaints and Dispute Resolution

Complaints and disputes

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Sportscover Australia in the first instance:

Sportscover Australia Pty Ltd

Compliance Department
Locked Bag 6003
Wheelers Hill Victoria 3150
Email: idr@sportscover.com

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: idraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

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 1603
Level 16
1 Macquarie Place
Sydney NSW 2000*

who has authority to accept service 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.

Policy Terms and Conditions

The Insurer

The policy is underwritten by certain Underwriters at Lloyd's and HDI Global Speciality SE - Australia

Jurisdiction

This insurance policy shall be governed by and construed in accordance with the laws of the Territory or State of Australia in which the Insured Person's Normal Place of Residence is located. Any dispute shall be resolved in the courts of the state or territory of Australia in which the Insured Person's Normal Place of Residence is located.

Our agreement with You

This policy is a legal contract between You and Us. You pay Us the premium, and We provide You with the cover You have chosen as set out in the policy Schedule and wording for events occurring during the Period of Insurance shown on Your policy Schedule or any renewal period.

The amount of any Excess that applies to Your policy will be shown on Your policy Schedule.

The exclusions in the section(s) headed 'What We will not pay for' and conditions in the section headed 'General Conditions' apply to this policy.

Your Policy

Your Policy consists of the Policy Terms and Conditions in this document and the policy Schedule You receive.

Please read Your Policy carefully, and satisfy yourself that it provides all the cover You require.

If You want more information about any part of Your policy, please call Your broker or contact Sportscover Australia Pty Ltd via www.sportscover.com

It is an important document and you should keep it in a safe place with all other papers relating to this insurance.

Conformity

In this policy You will find that some items can be singular or plural, feminine or masculine. This clause is designed to correct this. Words in the

singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will also include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.

Fraud

We may avoid this policy if there has been a fraudulent misrepresentation or non-disclosure at inception or renewal.

If The Insured makes any claim under this policy knowing it to be fraudulent We may refuse to pay the claim and cancel the policy. Where we have paid a claim and it was subsequently found to be fraudulent any money paid must be repaid to Us.

1. Cover

If during the Period of Insurance, an Insured Person suffers Bodily Injury within the Scope of Cover as a result of an Accident 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. Words with special meanings

Throughout the policy there are words that have special meanings. These words are:

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 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 Insured.

Bodily Injury means a physical 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
- (d) results, within 12 calendar months of the Accident, in the Insured Person suffering one or more of the Events listed in [Section 4.1 Capital benefits](#) and/or incurring expenses insured under [Section 4.2 Medical benefits](#) and/or suffering [Temporary Total Disablement](#).

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by The Insured / Insured Person / You or any other party

Coverholder means Sportscover Australia Pty Ltd, Level 1, 271 – 273 Wellington Road, Mulgrave Victoria, VIC 3170; and Suite 305, 25 Lime Street, Sydney, NSW 2000

Cyber Act means An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Excess means the amount of money that You or 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 that no Weekly benefit is payable following the Temporary Total Disablement for which treatment is received from a Medical Practitioner.

Inception Date means 4pm on the From date shown in Your policy Schedule.

Insurance Premium Tax means all Taxes payable to the Government at the rate applicable from time to time.

The Insured means the club, association, company or individual specified in the Schedule.

Insured Person means, any member of The Insured, or any other person actively engaged in and appropriately registered for the purpose of playing the Sport of The Insured. This includes any officials and/or co-opted volunteers acting for and on behalf of The Insured.

Maximum Benefit Period means the total period specified in the Schedule for which Weekly benefits will be payable under this policy in respect of all Temporary Total Disablement.

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.

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. This does not include any amount to which a Medicare rebate shall apply or that is payable from any other source.

Medicare Gap means the difference between the payment made by Medicare and the Medicare Benefits Schedule fee for the expense.

Net Income Lost means:

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 twelve (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 twelve (12) months;

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;

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 twelve (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 twelve (12) months;

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.

Normal Place of Residence means the place in which the Insured Person currently lives and has been resident for the past three (3) consecutive months or intends to be resident for at least three (3) months.

Occupation means the Insured Person's usual employment, profession or occupation.

Period of Insurance means the period of time stated in the Schedule during which You are covered under this policy.

Premium means the amount payable by You to Us as specified in the policy Schedule.

Seasonality means that the risk of an Accident varies during the Period of Insurance depending on whether the season has commenced or ended.

Schedule means the document showing details of the cover You have purchased.

Scope of Cover means:

- (a) Playing in official matches under the auspices of The Insured.
- (b) Engaged in organised training or practice (including practice matches) for the Sport as noted in the Schedule.
- (c) Travelling directly to or from or between activities described in (a) or (b) above and the Insured Person's Normal Place of Residence or place of employment.
- (d) Staying away from the Insured Person's home district including overseas travel during a tour for the purpose of participating in representative matches and/or any other games duly authorised by The Insured.
- (e) Actually engaged in administrative or organised social activities of The Insured.

Temporary Total Disablement means disablement which entirely prevents the Insured Person from performing each and every duty of their Occupation.

We, Us, and Our means certain Underwriters at Lloyd's and HDI Global Speciality SE - Australia

You, Your, Policyholder means The Insured named in the policy Schedule.

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.

3. General Conditions

You must not make a fraudulent claim under this policy. This includes making sure that someone else does not make a fraudulent claim on your behalf. If You or someone on your behalf makes a fraudulent claim under this policy, we will refuse the claim, cancel the policy and not return any premium. We will also be entitled to recover from You any amounts already paid in respect of any fraudulent claims.

An Insured Person must be a permanent resident of Australia, unless specifically declared to and agreed in writing by Us.

3.1. Cyber Clarification Clause

We will pay for any otherwise covered loss, damage, liability, cost or expense caused by a Cyber Act or Cyber Incident, subject always to the policy's full terms, conditions, limitations and exclusions.

3.2. Sanctions

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, United States of America, or Australia.

3.3. Several Liability Notice

The subscribing insurers' obligations under this policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

4. Policy Benefits

4.1 Capital Benefits

Bodily Injury sustained by an Insured Person during the Scope of Cover which within twelve calendar months results in:

The benefits payable will be the following percentage of the Capital benefit specified in the Schedule

Event 1	Death (limited to 20% of the Capital Benefit in the Schedule for Insured Persons under 18 years of age)		100%
Event 2	Permanent Quadriplegia		100%
Event 3	Permanent Paraplegia		100%
Event 4	Permanent total loss of sight	two eyes	100%
		one eye	50%
Event 5	Permanent total loss of hearing	two ears	75%
		one ear	25%
Event 6	Permanent total loss of use of	two arms	75%
		one arm	35%
Event 7	Permanent total loss of use of	two legs	75%
		one leg	35%
Event 8	Permanent total loss of use of	two+ fingers	40%
		two fingers	14%
		one finger	4%
		one thumb	5%
Event 9	Permanent total loss of use of	two+ toes	40%
		two toes	14%
		one toe	4%
Event 10	Permanent total loss of use of	two kidneys	75%
		one kidney	30%
		spleen	25%
		liver	70%
		two testicles	40%

		one testicle	6%
		sexual function	45%
Event 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.		
Event 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%
Event 13	Becoming HIV positive, but cover for this Event is only provided while the Insured Person is engaged in the activities outlined in Scope of Cover (a) and (b), and the definition of Scope of Cover shall be construed accordingly for the purposes of this Event).		10%
Event 14	Actual Non Medicare Medical Expenses incurred following Accidental miscarriage or premature child birth up to max 26 weeks of pregnancy. Cover for this Event is only provided while the Insured Person is engaged in the activities outlined in Scope of Cover (a) and (b), and the definition of Scope of Cover shall be construed accordingly for the purposes of this Event). Event 14 is subject to deduction of the Excess specified in the Schedule for medical benefits.		up to 5%

Where a claim falls under Scope of Cover (C) the amount payable under [Section 4.1](#) is limited to 20% of the applicable benefit.

4.2 Medical Benefits

(If noted in the Schedule that You have purchased this Section)

4.2.1 Non Medicare Benefits

If an Insured Person suffers Bodily Injury falling within the Cover of this policy which within twelve (12) calendar months from the Accident results in:

- Private Hospital Accommodation
- Ambulance Transport Cost
- Chiropractic care
- 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 does not pay any expenses in respect to the Medicare Gap. 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 three (3) days or more at that location We will pay up to AUD 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 [Section 4.2.1](#).

4.2.2 Physiotherapy Benefits

If an Insured Person suffers Bodily Injury falling within the Cover of this policy which within twelve calendar months of the Accident results in physiotherapy treatment being 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% of the fee charged less rebates from other sources

This benefit is subject to the maximum payment per claim and the application of the Excess which are both specified in the Schedule.

4.3 Weekly Benefits

(If noted in the Schedule that You have purchased this Section)

4.3.1 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 the percentage noted in the Schedule 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.

4.3.2 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 during the Scope of Cover 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 AUD 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 4.3.2 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 twelve (12) months prior to the date of the Bodily Injury.

4.3.3 Domestic Home Help – Non Income Earners

If an Insured Person who does not earn income suffers Bodily Injury during the Scope of Cover 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 AUD 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.

Benefits will only be payable under one of the Sub Sections within Section 4.3 for each occurrence of Bodily Injury.

All benefits payable under Section 4.3 are subject to the Maximum Benefit Period noted in the Schedule.

4.4 Other Benefits

4.4.1 Injury Assistance and Parents' Inconvenience Benefit

We will reimburse an Insured Person for Non-Medical Expenses incurred directly relating to the Bodily Injury during the Scope of Cover. We will not pay more than the maximum limit specified in the Schedule for this benefit.

For the purposes of 4.4.1 only, Non-Medical Expenses means items such as transportation and accommodation costs certified as necessary by the Insured Person's Medical Practitioner. Non-Medical Expenses does not include wages, income, or revenue lost by any person.

No compensation shall be payable in respect of 4.4.1 should there be any amount payable under Section 4.3.

4.4.2 Rehabilitation Benefit

We will pay all reasonable costs incurred for the rehabilitation of a Bodily Injury during the Scope of Cover 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 AUD 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 Our prior written agreement and deemed required by the Insured Person's regular Medical Practitioner up to a maximum of AUD 3,000.

We will not cover any costs that an Insured Person was already incurring and would have continued to incur had they never sustained the Bodily Injury.

4.4.3 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 seven (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 AUD 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.

4.4.4 Dependant Children's Allowance

We will pay all reasonable costs incurred by the Dependant Children of an Insured Person as a direct result of a Bodily Injury to the Insured Person during the Scope of Cover whilst the Insured Person is undergoing treatment for a Bodily Injury covered under this policy to a maximum amount of AUD 500.

For the purposes of 4.4.4 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.

4.4.5 Home Renovation Benefit

If, as a direct result of Bodily Injury during the Scope of Cover an Insured Person has a valid claim under Events 2 to 7 of 4.1 Capital Benefits, and the Insured Person is required to renovate his or her Normal Place of Residence, for the purpose of normal daily living (i.e. 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 AUD 10,000

4.4.6 Funeral Expenses Benefit

If, as a direct result of Bodily Injury during the Scope of Cover, an Insured Person suffers Event 1 of Section 4.1, We will pay an amount not exceeding AUD 5,000 in respect of the Insured Person's funeral expenses upon receipt of verifiable accounts and/or receipts.

4.4.7 In Memoriam Benefit

If, as a direct result of Bodily Injury during the Scope of Cover, an Insured Person suffers Event 1 of Section 4.1 Capital Benefit We will pay to The Insured all reasonable costs associated with the proper observance of the passing of a club member to a maximum of AUD 1,000.

4.4.8 Membership Benefit

If, following a Bodily Injury during the Scope of Cover, an Insured Person is deemed by their attending Medical Practitioner unable to participate in the playing of the Sport noted in the Schedule, for the remainder of the season, We will pay a pro rata amount of the annual club membership/registration fee for the period from the date of the Accident until the end of the season that the Accident occurred in up to a maximum of AUD 500.

4.4.9 Kidnapping: Additional Benefit

If an Insured Person is kidnapped during the Scope of Cover and Period of Insurance, We will pay 10% of the Death Benefit listed in the Schedule.

5. Cancellation

We may cancel this policy for any of the reasons and within the timeframes allowed by the Insurance Contracts Act (1984) as amended. We will return a proportion of the premium paid by You taking into account Seasonality, in respect of unexpired cover (if any). For example, cancellation of a policy at the mid-point of the Period of Insurance but after a typical season has ended carries a different risk if the cancellation occurred prior to the season starting. Further information on how We perform this return premium calculation is available upon request.

You may cancel this policy prior to the expiration fourteen (14) days after the Inception Date by contacting the Coverholder and We will refund any Premium and Insurance Premium Tax that may have been collected provided that no claim has been notified to Us. Thereafter, You have the right to cancel this policy at any time by contacting the Coverholder. We will return a proportion of the premium paid by You taking into account Seasonality, in respect of unexpired cover (if any). For example, cancellation of a policy at the mid-point of the Period of Insurance but after a typical season has ended carries a different risk if the cancellation occurred prior to the season starting. Further information on how We perform this return premium calculation is available upon request

If you request cancellation of this policy and We have been notified of a Claim or a pending Claim against this policy, We will retain 100% of the premium.

6. What We will not pay for

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

- 6.1** 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).
- 6.2** the Insured Person engaging in or taking part in any Sport/s other than the Sport/s nominated in the Schedule.
- 6.3** the Insured Person taking part in hazardous and/or dangerous pursuits or pastimes and/or Sports not declared to Us, 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), riots, strikes, civil commotion, 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.
- 6.5** 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.
- 6.6** Any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.
- 6.7** Any pre-existing defect, infirmity or sickness the Insured Person suffered from at the time of the Accident.

- 6.8** Pregnancy or related complications unless covered under [Section 4.1, Event 14](#).
- 6.9** 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.
- 6.10** All claims arising out of the Insured Person's failure to seek or follow the advice of a Medical Practitioner.
- 6.11** 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 [Section 4.1, Event 13](#).
- 6.12** Ionising radiation or radioactive contamination.
- 6.13** Contracting a sexually transmitted disease, abortion or infertility treatment and also medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments.
- 6.14** Any medical or surgical procedure performed on the Insured Person for any gradually developing bodily deterioration whatever the cause of that deterioration.
- 6.15** Sickness, disease or disorder of any kind.
- 6.16** Costs incurred for preventative measures rather than for the treatment of a Bodily Injury.
- 6.17** No cover is provided for any benefit payment that would constitute the carrying out of a "Health Insurance Business" as defined under the Private Health Insurance Act 2007 (Cth) or any succeeding legislation to that Act or would result in a breach of the provisions of the Health Insurance Act 1973 (Cth) or the National Health Act 1953 (Cth).

7. Claim Conditions

- 7.1** Notice must be given to the broker or the Coverholder within thirty (30) days (or as soon as practicably possible thereafter) of You becoming aware of any Accident which may result in a Claim under this policy. The Insured Person sustaining the Bodily Injury must as early as possible, place him/herself under the care of a Medical Practitioner.
- 7.2** Notice must be given to the broker or the Coverholder as soon as practicably possible in the event of the death of an Insured Person resulting or alleged to result from an Accident.
- 7.3** No claim will be accepted under this policy until the Coverholder has received a completed claim form together with satisfactory medical evidence, proof of age and Occupation, employer's certificates and such other documents they may require.
- 7.4** Any amount payable under this policy shall be reduced by the extent to which the Insured Person's covered condition or disability is aggravated by any condition or disability which existed before the Accident.
- 7.5** In event of a claim under this policy, the Insured Person 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 of medical records, to the medical adviser appointed by the Coverholder or on their behalf (at Our own expense) and such medical adviser shall be allowed, so often as may be deemed necessary, to make an examination of the Insured Person or to arrange an autopsy.
- 7.6** Once Your claim has been accepted for Temporary Total Disablement, You will be paid benefits as follows:
- In respect of Medical benefits (under section 4.2); at the completion of Your treatment up to a maximum of 12 months from the date Accident occurred.
 - In respect of Weekly benefits (under section 4.3); upon receipt of satisfactory evidence from the Insured Person's Medical Practitioner confirming Temporary Total Disablement, You will be paid monthly in arrears.
 - A claim paid in respect of Weekly benefits (under section 4.3) are subject to personal income tax and it is Your responsibility to declare such benefit when completing your usual tax return.
- We are required to deduct income tax from your fortnightly benefit amount and remit that tax to the ATO on your behalf.
- Claims for lump sum benefits may also require tax to be paid depending on the circumstances.
- 7.7** All Temporary Total Disablement benefits shall cease on the Insured Person's death.
- 7.8** The amount of any Weekly benefit payable under 4.3.1 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 percentage nominated in the Schedule of the Insured Person's Net Income Lost.

- 7.9** Individual 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 Temporary Total 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. Each row in the table of benefits in Sections 4.1 and 4.3 shall constitute a separate ‘Event’ irrespective of whether that row contains a specific event number.
- 7.12** Benefits payable for “Policy benefits Section 4.1” shall be reduced by any sum already paid under Sections 4.2, 4.3, and 4.4.1 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 Section 4.1 in respect of the same Insured Person.
- 7.13** Benefits shall NOT be payable for any further Bodily Injury caused by an Accident happening whilst there is an existing entitlement for benefits.
- 7.14** Benefits shall NOT be payable unless the Insured Person as soon as practicably possible after the happening of any Accident obtains and follows proper medical advice from a Medical Practitioner.
- 7.15** Benefits under Section 4.3 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.