

# Players Personal Liability

Policy Wording

*SPORTSCOVER*<sup>™</sup>

# Table of Contents

<b>Information</b>	<b>3</b>
Policy Terms and Conditions	3
Your Duty of Disclosure – The things You need to tell Us	3
Who Does The Duty Apply To?	3
What Happens If You Or They Breach The Duty?	3
<b>General Insurance Code of Practice</b>	<b>4</b>
Complaints and Dispute Resolution	4
Privacy	5
How to make a Claim	5
<b>The Insurer</b>	<b>6</b>
Our agreement with You	6
<b>General Definitions</b>	<b>6</b>
<b>Section 1 - Personal Liability</b>	<b>7</b>
Insuring Agreement – Section 1	7
<b>Section 2 – Professional Indemnity</b>	<b>8</b>
Insuring Agreement – Section 2	8
Definitions – Section 2	9
Exclusions – Section 2	9
<b>General Exclusions</b>	<b>10</b>
<b>General Conditions</b>	<b>11</b>
<b>Cancellation</b>	<b>12</b>
<b>Claims Conditions</b>	<b>12</b>
Claims Notification	12
Claims Control	13

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## Information

### 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.

### 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.

## General Insurance Code of Practice

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 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](http://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](http://www.insurancecode.org.au)

## Complaints and Dispute Resolution

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  
Or

**Email:** [idr@sportscover.com](mailto: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: [ldraustralia@lloyds.com](mailto:ldraustralia@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](mailto:info@afca.org.au)  
Post: GPO Box 3 Melbourne VIC 3001  
Website: [www.afca.org.au](http://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. In the event of a claim arising under this Insurance immediate notice should be given to: Sportscover Australia Pty Ltd

## 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 and can be accessed on the Sportscover Website [www.sportscover.com](http://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. Further information regarding this process can be found on the Sportscover Australia website.

## 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 Pty Ltd.  
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.com](mailto:asiapac.claims@sportscover.com)

## The Insurer

The Policy is underwritten by certain Underwriters at Lloyd's.

## 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
<b>Act of Terrorism</b>	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.
<b>Compensation</b>	means any amount payable under the terms of the policy and includes any interest which may be awarded upon damages or incurred upon a judgment debt and plaintiff(s) costs, but does not include fines, penalties, criminal sanctions of any description, punitive, liquidated, aggravated or exemplary damages
<b>Computer System</b>	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 or any other party.
<b>Cyber Act</b>	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.
<b>Cyber Incident</b>	means: (a) 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 (b) 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.
<b>Golfing Event</b>	means whilst playing and/or practising golf or attending a golfing activity and/or venue as a spectator or guest.
<b>Insurance Premium Tax</b>	means all Taxes payable to the Government at the rate applicable from time to time.

<b>Member</b>	<p>means</p> <ol style="list-style-type: none"> <li><b>1.</b> any affiliated player of a Golf Club or State Association (including Regional Associations) recognized as affiliated with Golf Australia Ltd and any golfer who is not affiliated but who has paid a green fee which includes a Golf Australia Ltd service fee;</li> <li><b>2.</b> any Employee, volunteer or official of Golf Australia Ltd or affiliated association or club whilst participating in a Golfing Event;</li> <li><b>3.</b> any participant whilst trialling at a Golfing Event;</li> <li><b>4.</b> 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.</li> </ol>
<b>Occurrence</b>	means an event, including continuous, repeated exposure to substantially the same general condition, which results in Personal Injury or Property Damage neither, expected nor intended from the standpoint of the Insured Person.
<b>Personal Injury</b>	means bodily injury including death and illness, disability, shock and mental anguish.
<b>Property Damage</b>	means accidental loss of or damage to tangible property and includes resultant loss of use of such damaged property.
<b>War</b>	means 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.
<b>We, Our, Us</b>	means Sportscover Australia Pty Ltd, ABN 43 006 637 903, under an authority from The Insurer.
<b>You, Your</b>	means Policy Holder as noted in The Schedule.

## Section 1 - Personal Liability

### Insuring Agreement – Section 1

In consideration of the payment of the premium and subject to the General Definitions, General Conditions and General Exclusions contained herein We agree to:

- 1.** Indemnify an Insured Person to the Limit of Liability stated in The Schedule for their legal liability to pay Compensation for Personal Injury and/or Property Damage following an Occurrence during a Golfing Event during the Period of Insurance.
- 2.** Indemnify an Insured Person for their legal advisors fees and court costs involved in defending any claims against the Insured Person to the extent that such claims fall within the terms and indemnity limits provided for in 1. above. We shall have the right but not the obligation to appoint legal representatives and conduct the defence of any such claim, investigation, negotiation and settlement thereof as it considers expedient.
- 3.** Reimburse the Insured Person for all reasonable expenses, other than wages, loss of earnings or profits, incurred with Our consent in connection with 2. above.

Indemnity or reimbursement provided in Insuring Agreements 2. and 3. shall be payable in addition to the Limit of Liability stated in the schedule.

## **Section 2 – Professional Indemnity**

This Section is on a “claims made” basis. It only covers claims made against the Insured Person and notified to Us during the Period of Insurance. However, provided the Insured Person gives Us notice in writing of any facts that might give rise to a claim against them, as soon as reasonable practicable after they become aware of those facts and before the expiry date of this insurance, then this insurance will respond, notwithstanding the fact that no claim has actually been made against them prior to the expiry date.

### **Insuring Agreement – Section 2**

In consideration of the payment of the premium and subject to the General Definitions, General Conditions and General Exclusions contained herein, We agree to:

- 1.** Indemnify the Insured Person against legal liability for any Claim for Compensation for Financial Loss first made against an Insured Person during the Period of Insurance and which is notified in writing to Us during the Period of Insurance provided that such Financial Loss arises out of any negligent act, error or omission committed or alleged to have been committed in the course of the provision of Services by an Insured Person.
- 2.** Indemnify an Insured Person for their legal advisors fees and court costs involved in defending any claims against the Insured Person to the extent that such claims fall within the terms and indemnity limits provided for in 1. above. We shall have the right but not the obligation to appoint legal representatives and conduct the defence of any such claim, investigation, negotiation and settlement thereof as it considers expedient.
- 3.** Reimburse the Insured Person for all reasonable expenses, other than wages, loss of earnings or profits, incurred with Our consent in connection with 2. above.

Our total aggregate liability under this Section shall not exceed Limit of Liability stated in The Schedule any one Period of Insurance (inclusive of costs and expenses as specified under Insuring Agreements 2 and 3).

Upon expiry of the Period of Insurance, no further claims(s) can be made under this Section and therefore the maintenance of insurance provided by this Section is essential.

### **Definitions – Section 2**

In respect of this Section the following Definitions apply in addition to the General Definitions:



Term or Word	Definition
<b>Claim or Claims</b>	means any originating process (in a legal proceeding or arbitration), cross claim or counter claim or third party claiming compensation against and served on an Insured Person.
<b>Financial Loss</b>	means any loss which is economic in nature and not consequent upon Personal Injury or Property Damage
<b>Services</b>	means the provision of coaching, teaching and tutoring of golf by an Insured Person appropriately qualified and such qualification being recognised by Golf Australia Ltd.

## Exclusions – Section 2

In respect of this Section the following Exclusions apply in addition to the General Exclusions.

We shall not be liable for:

Claims directly or indirectly based upon, attributable to or in consequence of any fact or circumstances:

1.
  - (a) of which written notice has been given, or ought reasonably to have been given, under any previous policy of insurance; or
  - (b) of which an Insured Person first became aware prior to the inception of the Period of Insurance of this Policy.
2. arising out of or attributable to any failure or omission on the Insured Person's part to effect or maintain insurance.
3. arising from facts or circumstances which is inevitable having regard to the circumstances and nature of the work undertaken, or
4. arising from or in connection with advice, design, consultancy, specification, formula or supervision given or undertaken for a fee, or
5. arising out of conspiracy, conversion, deceit, inducement, breach of contract or injurious falsehood.

## General Exclusions

This Policy excludes Loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the Loss from:

- (a) illness, accident, loss, damage, liability or any expense whatsoever resulting or arising there from 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;
- iii. any Act of Terrorism;
- iv. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- v. for damage, illness or disease directly or indirectly arising out of communicable disease.

(b) any consequential loss whatsoever.

We shall not be liable for claims arising directly or indirectly from:

- i. Personal Injury to any Employee of the Insured Person arising out of or in the course of their employment;
- ii. animals belonging to or in the care, custody or control of an Insured Person;
- iii. any wilful, malicious or unlawful act;
- iv. assumed under contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- v. arising from the ownership or use of land;
- vi. pursuit of trade, business or profession;
- vii. ownership, possession or use of vehicles, aircraft or watercraft, other than golfing buggies;
- viii. property owned by or in the custody or control of an Insured Person;
- ix. the influence of intoxicating liquor, or the use of firearms;
- x. legal costs resulting from any criminal proceedings;
- xi. any actual or alleged liability whatsoever for any of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

Further we shall not pay for any:

- (a) Claims brought against an Insured Person in the USA and/or Canada; or
- (b) Claims arising from the enforcement of any judgment, order or award in respect of any action first brought in any court of law, arbitration, tribunal or other judicial body in the USA and/or Canada;

- (c) Fines, penalties, liquidated damages, punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

### **Cyber and Data Exclusion**

We will not pay for any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- 1.1 Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or
- 1.2 loss, damage, liability, claim, cost, fines or penalties or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 5.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.
4. If the Underwriters allege that by reason of this endorsement loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.
5. However, clause 1.1 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:
  - 5.1 any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or
  - 5.2 any ensuing physical damage to or destruction of third party property resulting from or arising out of a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act. Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a Cyber Incident or a Cyber Act.

## **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 in so far 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 Policy.
3. Any fraud, concealment, or deliberate mis-statement by an Insured Person, if unknown to the Master Insurance Holder, in relation to any other matter affecting this Policy or in connection with the making of any claim hereunder shall render this Policy 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 Master Insurance Holder shall render the whole Policy null and void and all claims hereunder shall be forfeited.
4. All claims arising under this Policy shall be governed by the Law of Australia whose Courts alone shall have jurisdiction in any dispute arising hereunder.
5. We shall not be liable for any loss, injury, damage, illness, death or legal liability arising directly or indirectly from, or consisting of the failure or fear of failure or inability of any electronic

equipment or any computer program, whether or not the Insured Person owns it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.

## **6. 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 or United States of America.

## **7. Several Liability Notice**

The subscribing insurers' obligations under contracts of insurance to which they subscribe 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.

## **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 rateable proportion, calculated on a seasonal basis, 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 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. 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 contacting the Coverholder. We will return a rateable proportion, calculated on a seasonal basis, of any Premium paid by You in respect of any unexpired cover (if any).

If however you request the cancellation of this Policy and The Company have been notified of a Claim or a pending Claim against this Policy, The Company will retain 100% of the premium.

## **Claims Conditions**

### **Claims Notification**

If an event giving rise to a claim under this Policy 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) notify the Police immediately where the incident arises from malicious persons, theft or attempted theft;
- (c) within 120 days of the incident occurring (or such further time as We may allow in writing) provide Us with written details;
- (d) provide Us with all proof 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;

- (e) take immediate action to minimise the loss, destruction, damage, injury, illness or disease; and
- (f) shall send to Us immediately any notification, writ, summons or legal process and shall give all necessary information and assistance to enable Us to negotiate the claim or to institute proceedings and the Insured Person shall not negotiate, pay, settle, admit or repudiate any claim without the written consent of Us.

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

## Claims Control

- (a) We shall have sole control of all claims procedures and settlements.
- (b) No admission, offer, promise, payment, or indemnity shall be made or given by or on behalf of the Insured Person without Our written consent.
- (c) If the Insured Person or anyone acting on his/her behalf does not comply with the requirements or hinders, obstructs Us in carrying out any of the above mentioned acts then all benefit under this insurance shall be forfeited.
- (d) The Company may at any time pay the Insured the limit of indemnity applicable to an Occurrence or period of insurance (less any sums already paid in respect of that Occurrence or period of insurance), or any lesser amount for which all claims arising out of that Occurrence or period of insurance can be settled. Thereafter the Company may relinquish the conduct and control of any such claims and be under no further liability in connection with them.

**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

**Web:** [www.sportscover.com](http://www.sportscover.com)  
**Email:** [info@sportscover.com](mailto:info@sportscover.com)

**Sydney Office**

Suite 504, 35 Lime Street, Sydney NSW 2000  
T: +61 (0) 2 9268 9100 F: +61 (0)2 9268 9111

**Claims Hotline:** 1300 134 956 (*Aust. Only*)  
**Claims Email:** [asiapac.claims@sportscover.com](mailto:asiapac.claims@sportscover.com)

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