

Volleyball Australia

2016/2017 National Insurance Program Handbook







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Attention: Volleyball Australia Members, Players and Officials

Arthur J. Gallagher has been working in close partnership with the Australian sports industry for over thirty years, developing insurance and risk protection programs that identify and address the risks associated with sport. We are extremely delighted to work in partnership with both Volleyball Australia and all affiliated bodies to provide a program designed to improve all aspects of a member's physical, legal and financial safety.

We have pleasure in enclosing details of the 2016/2017 Insurance Program for Volleyball Australia, which is extended to all affiliated associations, clubs and their members.

The insurance program provides the following cover:

- Public and Products Liability with Professional Indemnity Insurance
- Sports Injury Rehabilitation (Personal Accident) Insurance
- Association Liability Insurance

Associations, clubs and their members can also pay additional premiums for the below tailored Volleyball programs:

- Sports property insurance (Buildings / Club / Team equipment)
- Sports travel insurance
- Life and Income Protection Insurance

The benefits provided by the program are not comprehensive and we would encourage all participants to take out Private Health, Life and Income Protection Insurance according to their own individual circumstances.

To maximise our service to all Affiliated Associations, Clubs and Members, we have a specialised sports team with a dedicated Team Leader, an Account Executive, an Assistant Account Executive, a Claims Manager and two in-house Sports Claims Specialists.

If you have any queries in regard to this insurance program or require assistance with any other insurance or risk management matters please give us a call. We look forward to providing exceptional service to the Volleyball community.

Yours sincerely,

Terry BerrymanSports Account Executive
Arthur J. Gallagher



Endorsed by,

Mathieu Meriaux

Chief Executive Officer

Volleyball Australia Ltd





Sports injury (personal accident) claims _______12

Section 1 - Insurance Program

Sports Public & Products Liability Including Professional Indemnity Insurance

Who is covered?

Volleyball Australia Ltd, including:

 all affiliated state/league/club associations including all members, players, coaches, referees, officials, first aid personnel, administrators and voluntary workers.

Insurer/Security

Offshore Market Placements (Australia) through Lloyds of London (Mitsui Sumitomo Underwriting) with Australian Based Claims handling.

Standard & Poor's Insurer Financial Strength Rating

A+ Financial Security Rating, which has remained stable.

Insured Activities

Principally but not limited to Whole of Sport Insurance Program including administration and the development, promotion, organisation and conducting of Volleyball activities such as competitions, training, coaching courses, promotional events and/or clinics, including, but not limited to:

- Playing or promoting sanctioned club, school and representative games, competitions and performances
- Participating in sanctioned training or practice sessions, or official functions arranged by the insured
- Travelling to or from sanctioned club and representative games, competitions or performances, training or practice sessions, meetings or official functions arranged by the insured
- Engaged in activities connected with the sport whilst staying away from home during a tour for the purpose of participating
- Whilst an Insured Person is engaged in voluntary work / committee meetings authorised by and under the control of the Insured.
- · Sale of merchandise
- Property Owners and/or Occupiers
- Covering your liability as an owners/occupiers of the premises, in respect to sanctioned activities.

Deductible

\$1,000 each and every claim; payable by individual stakeholder

Geographical Limits

Worldwide Excluding USA & Canada

Scope of Cover

Your legal liability to third parties, happening during the Period of Insurance, as a result of an occurrence that is connected with your Insured Activities.

Lin	nit of Inde	mnity
\$20,000,000		Public / Advertising Liability Any One Occurrence
\$20,000,000		Products Liability Any One Period of Insurance
\$20	0,000,000	Advertising Liability Any One Occurrence
\$10,000,000		Professional Indemnity Any One Occurrence and in the aggregate
\$	100,000	Property in Physical or Legal Control of the Insured Any One Occurrence and in the aggregate

Endorsements

Participation cover

The insured is covered in respect of a claim for personal injury or property damage brought by or in respect of a participant competing and/or practising in a covered activity.

Participant to Participant The insured is covered in respect to claims or actions brought by one participant against another participant for personal injury or property damage occurring whilst competing and/or practising in a covered activity.

Sports Injury – Group Personal Accident Insurance

Insured Persons: <u>Category 1</u>

All registered Volleyball Australia players representing Australia at International events, all registered Volleyball Australia Voluntary Workers

and Officials.

Category 2

All other Volleyball Australia registered players.

Insurer/Security Offshore Market Placements (Australia) through Lloyds of London (Mitsui

Sumitomo Underwriting). Australian Based Claims handling, with direct Arthur J. Gallagher Sports Injury Claims Settlement Authority.

Standard & Poor's Insurer Financial Strength Rating

A+ Financial Security Rating, which has remained stable.

When is cover provided? Cover limited to injury whilst an insured person is:-

* Playing in sanctioned club and representative games, competitions and performances;

* Participating in sanctioned training or practice sessions, or official functions arranged by the insured;

* Travelling to or from sanctioned club and representative games, competitions or performances, training or practice sessions, meetings or official functions arranged by the insured;

* Engaged in activities connected with the sport whilst staying away from home during a tour for the purpose of participating;

* Whilst an Insured Person is engaged in voluntary work / committee meetings authorised by and under the control of the Insured.

Injury Definition

Injury means bodily injury which:

- Is sustained by an Insured Person during the Period of Insurance and while they are covered as an Insured Person under this Policy;
- Results from an Accident and is caused by sudden, violent, external and visible means; and
- Occurs solely, directly and independently of any other cause, including any illness, sickness, disease, pre-existing physical or congenital conditions or heatstroke, except illness or sickness directly resulting from, or medical or surgical treatment rendered necessary by such Injury; and
- Occurs whilst engaged in the above listed sanctioned activities.

Age Limit No age limit applies

Geographical Limits Worldwide

Sums insured

Capital Benefits

The cover under this section provides **\$150,000** for death resulting from accident. All other permanent disabilities increased to \$250,000 and are calculated using a percentage of the \$250,000 benefit depending on the severity of the injury. For full details of these percentages, please refer to the Schedule of Capital Benefits contained in the policy wording.

Funeral Expenses

The cover under this section reimburses funeral costs up to a maximum of \$7,500.

In Memoriam Benefit

The cover under this section provides for reasonable costs associated with observance of the death of a Member up to a maximum amount of \$1,000.

Modification Expenses

The cover under this section provides for costs necessary up to a maximum of \$10,000 to modify the Member's home and/or motor vehicle, or relocating to a suitable home if they are entitled to 100% of the Capital Benefit.

Medical and Dental Costs

The cover under this section reimburses 85% of non-Medicare medical treatment including ambulance, hospital accommodation / theatre fees, orthotics, splints, prosthesis, treatments given by a dentist, chiropractor, masseur, naturopath, osteopath or physiotherapist. The maximum benefit for this section is (Category 1 = \$5,000 | Category 2 = \$3,000). All treatment must be certified by a registered medical practitioner and not subject to any Medicare rebate. All claims are subject to a \$50 excess if no private health cover. Any expenses must be incurred within 12 months of the insured person sustaining the injury.

Loss of Earnings

The cover under this section pays 100% of the Members actual weekly income, up to a maximum of **\$500 per week, subject to a 7 day deferral period**. Please note that income earned from participating in the sport is not covered. The benefit will be paid for the period of the Disablement as certified by a registered medical practitioner or 52 weeks whichever is the lesser.

Student Help

The cover under this section reimburses 100% of the cost of Home Tutorial by a qualified tutor, up to a maximum of **\$500 per week and subject to a 7 day deferral period**. The benefit will be paid for the period of the Disablement as certified by a registered medical practitioner or 52 weeks whichever is the lesser.

Home Help

The cover under this section reimburses 100% of the actual costs incurred for Home Help from a recognised and licensed Domestic Help Agency, up to a maximum of **\$500 per week and subject to a 7 day deferral period**. The benefit will be paid for the period of the Disablement as certified by a registered medical practitioner or 52 weeks whichever is the lesser.

Parents Allowance

The cover under this section reimburses \$25 per day in-patient benefit to a full time student under 25 years of age for continuous confinement in hospital because of an accident. The benefit is limited to \$1,500.

Dependent Children's Allowance

The cover under this section provides for reasonable costs incurred by the Dependent Children of a Member whilst the Member is undergoing medical treatment. The benefit is limited to \$500.

Home Nursing Care

The cover under this section provides for nursing care provided by a registered nurse (not related to the Member) where they are confined to bed for a period of not less than 7 days if certified medically necessary. The maximum weekly benefit payable is \$300 per week, and is subject to a 7 day deferral period. The benefit will be paid for the period of the Disablement as certified by a registered medical practitioner or 52 weeks whichever is the lesser.

Ancillary Non-Medical Expenses

The cover under this section provides for ancillary non-medical expenses (expenses related to medical treatment if certified as necessary. i.e. expenses includes such items as travel to receive treatment, but does not include wages lost by any person). The maximum payable under this benefit is \$1,500.

Rehabilitation Benefits

The cover under this section provides for reimbursement of:

- (a) Tuition or advice fees from a vocational college if certified as necessary and agreed to. The maximum payable under this benefit is \$3,000.
- (b) Rehabilitation expenses (eg gym membership) certified as necessary and agreed to. The maximum payable under this benefit is \$500.

Unexpired Membership Reimbursement Benefit

The cover under this section provides for pro-rata refund of your club's or association's membership/registration fee from the date of injury if the Member can't play for the rest of the season. The maximum payable under this benefit is \$500.

Double Capital Sum Insured

The cover under this section provides for double the Capital Sum Insured to be paid for a person under 12 years of age who suffers: permanent total disablement or permanent paralysis of all limbs.

Miscarriage and Premature Childbirth

The cover under this section provides for \$2,500 compensation for Miscarriage and Premature Childbirth as a direct result of an Accident whilst participating.

HIV

The cover under this section provides for 10% of the Permanent Total Disability Benefit 1. as listed in the Schedule of Capital Benefits if contracted as a result of an Accident.

Kidnapping

The cover under this section provides for 10% of the Permanent Disability Benefit 1 as listed in the Schedule of Capital Benefit.

Please note: The cover outlined is a broad summary only - please refer to the policy wording for details of the terms and conditions, including exclusions.

Association Liability Insurance

Name of Insured Volleyball Australia Ltd; including all affiliated state/league/club

associations defined as subsidiaries*

Insurer/Security Dual Australia through Lloyds of London (Hiscox Syndicate 3624 25% &

Arch Syndicate 2010 75%). Australia Based Claims Handling.

Standard & Poor's Insurer Financial Strength Rating

A+ Financial Security Rating, which has remained stable.

Cover Directors & Officers Liability

Professional Indemnity

Association Reimbursement / Liability Employment Practices Liability Trustee / Internet Liability

Crime

Taxation Investigation Cyber Liability

Geographical Limits Worldwide excluding USA and Canada

Limit of Liability \$10,000,000 - Any one claim and in the aggregate during the insurance

period

Sub Limits Crime - \$500,000

Taxation Investigation -	\$ 100,000
Official Investigations and Inquiries -	\$ 750,000
OH&S Defence Costs -	\$ 1,000,000
Statutory Liability -	\$ 250,000
Public Relations / Crisis Containment -	\$ 100,000
Pollution -	\$ 250,000
Cyber Liability -	\$ 100,000

Deductible

(Including Defence Costs) Professional Indemnity \$1,000
Association Liability / Reimbursement \$1,000

Directors & Officers Liability

Association Liability / Reimbursement \$1,000
Crime / Employment Practices \$5,000
Trustee / Taxation Investigation \$1,000
Cyber Liability \$1,000

*Subsidiary Definition

Only listed entities and clubs defined as subsidiaries are insured. SUBSIDIARY means;

 any entity in which the ASSOCIATION owns or controls, directly or indirectly, in any combination, more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors; or

Nil

 any entity which is deemed to be the ASSOCIATION's subsidiary under any applicable legislation, law or Australian Accounting Standard.

Summary of Insurance Coverage

Benefit	Policy Limit
Public, Products & Advertising Liability	\$20,000,000
Professional Indemnity	\$10,000,000
Goods in Care Custody & Control	\$100,000
Association Liability	\$10,000,000
Capital Benefits - Death	\$150,000
Capital Benefits – All Other	\$250,000
Modification Expenses	\$10,000
Funeral Expenses	\$7,500
In Memoriam Benefit	\$1,000
Loss of Earnings / Student Help / Home Help:	
Weekly Benefit% CoveredExcessBenefit Period	\$500 100% 7 day's 52 weeks
Parents Allowance:	
Daily BenefitMaximum Benefit	\$25 \$1,500
Dependent Children's Allowance	\$500
Medical and Dental Costs:	
 Category 1 Maximum Benefit Category 2 Maximum Benefit % Covered Excess With Private Health 	\$5,000 \$3,000 85% \$0
- No Private Health Ancillary Non Medical Expenses	\$50 \$1,500
Rehabilitation Benefits –Tuition	\$3,000
Rehabilitation Benefits – Gym	
membership	\$500
Unexpired Membership Reimbursement	\$500
Miscarriage and Premature Childbirth	\$2,500
HIV	\$5,000
Kidnapping	\$5,000

We run to problems not away from them.







Section 2 – Claims Procedures

General information

The following basic rules will assist in the smooth and speedy settlement of all athletes claims:

- Notify claim to the appropriate person/party as soon as possible.
- At no stage should liability be admitted.
- All summons/writs concerning insurance must be sent to Arthur J. Gallagher & Co (Aus) Limited.
- When a criminal act is involved or suspected, the police must be notified.
- Receive insurer's authorisation prior to repairing/replacing damaged property or equipment, except in instances where there is potential for further loss or damage, whereupon immediate action should be taken.

More detailed instructions relative to specific types of claims are provided on the following pages for:

- Public Liability and Professional Indemnity
- Sports Injury (Personal Accident)
- Association Liability

Public liability claims - incident reporting procedure

1. Incident Reporting

In the event of any incident which may give rise to a claim, the operator/manager is required to immediately inform Terry Berryman of Arthur J. Gallagher on (07) 3367 5010 or terry.berryman@ajg.com.au.

The most important points to be borne in mind upon the happening of an incident likely to involve a claim are:

- full details of the circumstances should be obtained on the spot by completing an Accident &/or Incident Report form;
- the names and addresses of all witnesses (preferably independent) should be noted and statements obtained:
- no admission of liability or promise of payment should be made to any injured party or for any property damage;
- All legal requests must be immediately advised to Arthur J. Gallagher.

2. Intimated/Actual Potentially Serious Claims

Where a letter is received intimating a claim against the Insured, whether from a player, spectator, any third party, or from lawyers or proceedings are served, prompt action is vital. Arthur J. Gallagher must be immediately advised, where possible, the same day as the letter or the service of the proceedings are received.

3. Documents to be sent to must include

- Completed Accident &/or Incident Report form.
- Copy of the letter of complaint.
- Writ/Court documents.
- Comments from the person who carried out any treatment at the scene and the club management comments.

4. Do not

- Admit liability nor offer any payment.
- · Appoint solicitors without consent of Arthur J. Gallagher.
- Disclose policy terms unless legally required to do so.

It is a requirement to advise of all incidents / circumstances, which might give rise to a claim against you. It is important that Insurers are notified of potential claims at the earliest opportunity so that a response can be agreed.

Association liability (directors and officers) claims

Any circumstance giving rise to a Directors & Officers/Association liability claim is to be notified to Terry Berryman of Arthur J. Gallagher on (07) 3367 5010 or terry.berryman@aig.com.au immediately.

- It is a condition of your policy that you do not admit liability. This must be left to the insurance underwriter and their legal representatives to conclude.
- Any writ, summons, letters of demand, etc, must be forwarded to Arthur J. Gallagher immediately.
- You must assist the underwriter with their investigations and co-operate with any potential recovery actions.

Sports injury (personal accident) claims

All claims should be lodged at least within 30 days of the date of injury. When a player is injured and wishes to submit a claim the following procedure needs to be followed:

- 1. Obtain a specialised AJG VA Sports Injury Rehabilitation Claim Form from Arthur J. Gallagher by calling 1800 SPORT 0 (1800 776 780) or emailing sport.brisbane@aig.com.au.
- 2. Arrange for your treating doctor to complete the "Doctors Statement".
- Arrange for your affiliated State General Manager to complete the "State Declaration".
- 4. If claiming for loss of income, have your employer complete the "Employer Statement".
- 5. Send your fully completed claim form to the below:

Volleyball Australia Claims Arthur J. Gallagher GPO Box 1113 BRISBANE QLD 4001

Or

Email: sport.brisbane@ajg.com.au

Or

Fax: (07) 3367 5100

Minimising claims and injuries

Insurance is quite often one of the largest expenses for a sporting organisation. Premiums for sports insurance are largely based on claims experience. This means that if the number and amount of claims increase each year, it is most likely the premium will increase accordingly or cover will need to be reduced.

The only way to avert premiums increasing each year is to contain or reduce the number of claims you have. But effective management of risk, involving avoiding unwanted surprises, minimising losses and maximising opportunities goes much further than controlled insurance premiums. It is critical to the ongoing development of any organisation.

Effective risk management requires a structured program that provides a systematic approach to managing risk, ensuring that the highest quality of sport in your discipline is delivered via best practice management. It addresses physical, financial, legal and political risk in areas such as safety, compliance, finance, program operation and image and reputation. It is an ongoing process subject to continual monitor and review.

Arthur J. Gallagher is committed to working with Volleyball Australia and all its State Affiliates to assist them in delivering their sport using best practices and will provide assistance in risk management resources in this regard. From the insurance aspect this includes providing regular claims and injury reports with the aim of identifying injury intervention strategies. This data is useful to you, but there are many other ways that your organisation can aid in reducing losses and help prevent injury.

These include:

- 1. Ensure that people who handle claims for your association understand that the claims paid have a direct result on the premium your club and members pay.
- 2. Ensure all claims are genuine and that they are not pre-existing or occurred at non sanctioned activities.
- 3. Keep an eye out for members who are obtaining a high amount of medical rehabilitation treatment.

The idea of trying to minimise injuries is not only for the benefit of your insurance premiums, but more importantly, to reduce a potential loss to your member.

Section 3 – Frequently asked questions

Q1 Non-members or members playing in non-sanctioned events

Are non-members or members participating in non-sanctioned events, covered by the Volleyball Australia National Insurance Program?

No. Any participant in an event (including social events) who is not a registered, is not insured. If any member participates in an event that is not sanctioned by Volleyball Australia or the Affiliated State/Association/Club, they too are not insured and must check the insurance offered by the event organiser.

Q2 Emergency transport expenses

What is the process for claiming for emergency transport expenses?

- 1. Incident occurs (club / organiser will have a log of the incident and is responsible for submitting incident report to Arthur J. Gallagher).
- 2. Transport provided / Player is billed by transport provider.
- 3. Player claims via private/public insurance in first instance. Private/public insurance may not cover full cost of transport which can then be claimed against the VA national personal accident policy.
- 4. Gap between private/public insurance can be claimed against the personal accident policy. The personal accident cover is conditional on the event incident reports/logs being received from Organisers.
- 5. Claim for emergency transport occurs after account with transport provider has been settled.

Players are encouraged to settle their account directly with the transport provider before seeking reimbursement through the personal accident policy. This will ensure that the player does not incur penalty charges. However, the insurer can pay the emergency transport provider directly, under the following circumstances.

When private / public insurance exists: once player has claimed via private / public insurance, the benefit statement and emergency transport invoice can be lodged with the personal accident claim and the insurer will settle the gap directly to the transport provider.

Q3 Medicare gap

Does this insurance cover the 'GAP' between the cost of medical treatment and the Medicare rebate e.g. physicians, surgeons, anaesthetists?

No. Government legislation does not allow it. This policy cannot by law cover medical expenses that are covered by Medicare, including the gap between the expense and the Medicare rebate. However, if an injured VA member is covered by private health insurance, the personal accident policy will pay the balance above the private health insurance refund on expenses not claimable through the Medicare system, subject to the percentage reimbursement, the limit per injury and the excess applicable.

Q4 Weekly benefits - timeframe for payment

If I am eligible, what is the ongoing timeframe for payments of the weekly benefit?

Once the initial paperwork has been received and processed and the benefit has been deemed as available to your situation, we will request that you provide a doctors certificate outlining the dates that you are away from your employment and the condition from which you currently suffer. This certificate must not be longer than 4 weeks away from work and must be provided every 4 weeks.

Q5 Expenses timeline

My injury seemed to be okay, so I continued playing. 13 months later I require surgery, can I claim? **No.** Any expense incurred more than 12 months from the initial date of injury is not covered. You also require medical advice to return back to playing.

Q6 Commercial Operations

I'm running my own coaching business or commercial sports facility, am I insured under the VA programme? Only if the program you are running is sanctioned by VA, and all participants are VA registered players.

Section 4 – Additional insurance

Sports Property Program

Most club would currently arrange an individual insurance policy selecting a range of covers (i.e. Fire, Burglary, Money, Glass, General Property etc.) as required. A separate premium is charged for each type of cover selected, with a minimum premium usually applicable on most covers. The more types of cover you select, the more expensive the policy premium becomes. The temptation to save on premiums by reducing the level of cover is common, but can lead to disaster.

In conjunction with Volleyball Australia, we've developed a tailored program, whereby all members of the Volleyball community are invited to join a comprehensive policy which is tailored to suit the needs of the clubs and leagues. Not only does this policy include all the standard covers, it also includes additional benefits and cover limits over and above what the standard policy includes. Which is also extremely competitive. Below is a list of the program benefits.

To obtain an obligation free quick quote, simply complete a sports property insurance application form.

Program Benefits:

Material Loss or Damage Section

•		
Unspecified Damage	\$	250,000
Burglary / Theft	\$	35,000
Theft of Property in Open Air	\$	10,000
Money:		
In Transit or Bank Night Safe	\$	10,000
In Private Residence	\$	2,000
On Premises (Bus Hrs)	\$	10,000
On Premises (O/S Bus Hrs)	\$	5,000
In Locked safe	\$	10,000
Glass Replac	cer	nent Value
Extra Costs of Reinstatement	\$	500,000
Removal of Debris	\$	500,000
Cost of Clearing Drains	\$	20,000
Directors/Employees Effects	\$	5,000
Expediting Expenses	\$	100,000
Exploratory Costs	\$	50,000
Loss of Land Value	\$	100,000
Restoration of landscaping	\$	50,000
Liability to make Enquiries	\$	100,000
Cost of Rewriting of Records	\$	50,000
Liability to make Enquiries	\$	50,000
Customers Goods	\$	50,000
Damage to Property Open Air	\$	25,000
Customs, Excise, Other Duties	\$	50,000
Unpacking Expenses	\$	25,000
Outdoor Shade Cloth	\$	10,000
Australia Wide Limit	\$	10,000
Fine Arts – Item/Set Limit	\$	50,000
0		

50,000

Statutory Authority Fees

Business Interruption Section

Premises in the Vicinity	\$	250,000	
Increased Cost of Working	\$	250,000	
Accounts Receivable	\$	100,000	
Public Utilities	\$	250,000	
Interdependency	\$	250,000	
Unspecified Suppliers	\$	100,000	
Human Infectious or Contagious			
Diseases, Vermin, Pests or Defective			
Sanity Arrangements, Injury, Illness or			
Disease Caused by the Consumption of			
Food or Drink, Murder or Suic	ide	\$ 250,000	

Combined Material Damage and Business Interruption Sections

Flood Cover		otional
Claims Preparation	\$	100,000
Machinery Breakdown	\$	10,000
Electronic Equipment Breakdo	own	\$ 10,000
Data Restoration / Increased		
Cost of Working	\$	2,500

Sports Travel Insurance

Travelling overseas can bring with it the risk of incurring extremely high medical expenses. Whilst the National Personal Accident program will provide up to \$3,000 worldwide, this is not enough for any overseas treatment.

Arthur J. Gallagher has developed a tailored sports travel policy which includes participation, as most personal travel policies will exclude whilst playing your sport. Below is a snap shot of the benefits of the program:

- Medical and Evacuation Cover
- Cancellation, Loss of Deposits and Missed Transport Connection Cover
- Baggage and Personal Belongings, Money & Sporting Equipment Cover
- Kidnap, Hijack or Detention Cover
- Rental Vehicle Excess Cover
- Political / Natural Disaster Evacuation Cover
- Overbooked Flight Cover
- Personal Liability Cover

To obtain an obligation free quick quote, simply contact us at 1800 SPORT 0 (1800 776 780).

Ancillary Sports Liability Insurance

The AJG Sporting Risk approach goes far beyond the simple provision of a cost effective insurance cover. We believe that one of the objectives of an insurance program is to provide a sport best practice risk management structure that allows for a safer sporting experience for all participants in all disciplines of the Volleyball community. This includes the efficient delivery of a cost effective and sustainable insurance program with an emphasis on user-friendly administration for all parties involved.

AJG specialist sports insurance staff have a reputation as leaders in this area. We have the knowledge and experience necessary to identify the risk exposures that can be managed by insurance, design the cover that is appropriate, ensuring insurance policy terms, conditions and exclusions provide the best value possible.

We are able to assist any club or league that is conducting any activities outside the Volleyball Australia sanctioned scope of activities, either with an annual policy or one off event cover.

To obtain an obligation free quick quote, simply contact us on 1800 SPORT 0 (1800 776 780) and complete a sports insurance application form.

Section 5 – Other matters

Certificates of insurance

A Certificate of Insurance can be obtained simply by calling 1800 SPORT 0.

The average clause (under insurance)

Many policies contain a co-insurance (or average) provision whereby you may be required to bear a rateable proportion of the loss in the event that the sum insured is less than the value of the insured property at the commencement of the insurance. Sums insured should be such as to ensure you are not penalised by this provision.

Hold harmless agreements

You will prejudice your rights of a claim if, without prior agreement from your insurer, you make any agreement that may prevent the insurer from recovering the loss from a third party. These 'hold harmless' clauses are often found in leases, in maintenance or supply contracts (e.g. from burglar alarm or fire protection installers), building or repair contracts and sales agreements. If you are in doubt consult us.

This notification requirement applies to all Property insurances and also to Public Liability insurance. It has a special connotation in Products Liability where you must not without the insurer's agreement, indemnify or hold a supplier harmless.

Insuring the interest of other parties

If you require the interest of any additional parties to be covered you MUST request this. Most policy conditions will exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is properly noted on the policy.

Utmost good faith

Insurance contracts are subject to the doctrine of Utmost good faith and this is part of the law. Both parties must strictly adhere to utmost Good Faith and if you fail to do so, you may prejudice any claim.

Notice regarding this manual

The following points should be borne in mind at all times:

- 1. This manual provides a summary of cover only and does not replace, take precedence or form part of the insurance contracts arranged by us on your behalf. The insurance contracts, which are held by Volleyball Australia, provide details of the insurance terms, conditions and exclusions.
- 2. This manual is not intended to be a complete or exact guide to terms, conditions, warranties and exclusions of your insurance contracts. These can only be determined by studying the policy documents. This manual is intended to give you a broad working knowledge of the covers in place.
- 3. This manual is not to be construed as legal evidence of insurance.
- 4. It is essential that you comply with all relevant laws, by-laws and regulations. You must take all due and reasonable precautions to prevent or mitigate losses, acting as though you were uninsured. Failure to do so may prejudice your rights and entitlements under your various insurance policies. Please do not hesitate to contact us should any assistance be required.

Section 6 – Arthur J. Gallagher Contacts

Account Executives



Christine Osborne | 0418 772 828

Sports Division Team Leader

Contact P: (07) 3367 5006

E: Christine.osborne@ajg.com.au

Experience

Christine has been in the insurance industry for over ten years, which she has spent the past eight specialising in Sports and Fitness Insurance. Christine's passion for practical, informative risk management advice has seen her develop and retain great relationships with various peak sporting bodies and fitness associations at both a regional and national level. Christine frequently attends clients sporting carnivals, national titles, fitness expos and games days to ensure that she remains actively connected to sports at grass roots level. Christine is supported by a team of five, all active participants in the sport and fitness industry.



Terry Berryman | 0438 596 939

Sports Division Account Executive

Contact P: (07) 3367 5010

E: terry.berryman@ajg.com.au

Experience

Terry has been in the insurance industry for over 12 years.

Terry specialises in evaluating, placing and servicing sporting and motorsport risks. Terry is active in the local sporting community, and is the Director and co-founder of South East Queensland Football, an expanding amateur soccer league with over 650 players. Terry is committed to offering the best achievable outcomes for his clients. His service standards are parallel with his passion for the industry.

Assistant Account Executives



	Jason Wilson
	Sports Division Assistant
Contact	P: (07) 3367 5135 E: jason.wilson@ajg.com.au
Experience	Jason has had a successful period playing elite Hockey for Queensland and Australia, including representational appearances for the Kookaburras at Commonwealth and Olympic Games. Knowing what success looks like, at all times Jason works with clients to ensure they achieve theirs. He does this by applying his experience as an insurance professional with his understanding of Professional Sports.
	I. Para Laurana



Julian Jemmott Sports Division Assistant

Contact P: (07) 3367 5135

E: Julian.jemmott@ajg.com.au

Experience Current Australian Representative player with the Aussie Steelers (Softball), Julian knows all too well the importance of working together as a team for valued results. Much of this transcends into his role at AJG Sport. With multiple years'

experience, Julian combines his passion for amateur sport with his knowledge in the Sports Risk Management field. He is an advocate for responsible policies that keep sport safe and fun.

Personal Accident Sports Claim Specialist



Carol Van Veen	
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National Personal Accident Sports Claim Executive

Contact P: (07) 3367 5228

E: carol.vanveen@ajg.com.au

Experience

Carol has specialised in Personal Injury claims management for in excess of 20 years. With a medical insurance background, gained from several years' service with Medicare, Carol is adept at understanding and evaluating complex liability and medical injury claims data. Her experience in elite Athlete career ending, and critical injury claims means she is a sought after expert within the Personal Injury claims team at AJG. Carol is supported by three Sports Injury claims rehabilitation managers, and will guide all Volleyball Australia claims with empathy and passion to appropriate settlement outcomes.



Section 7 – Appendices

Financial Services Guide

Issued 1 September 2015

This Joint Financial Services Guide (FSG) is issued by:

Arthur J. Gallagher & Co (Aus) Limited (AJGCo) ABN 34 005 543 920, AFSL No. 238312

289 Wellington Parade South East Melbourne VIC 3002

and

Arthur J. Gallagher (2) Pty Ltd (AJG2) ABN 63 062 672 173, AFSL No. 238177

200 Mary Street Brisbane Qld 4000

Website: www.ajg.com.au

In this document the words 'we', 'our' and 'us' are used to refer to AJGCo and AJG2. 'You' and 'your' refer to you as our client or the insured person.

This FSG contains important information to help you decide whether to use the services we offer. It includes details about:

- · Who we are
- · Our services
- How we provide our services to you
- . Your duty of disclosure and when we rely on you
- Our remuneration, including how we and our representatives are paid
- Your rights as our client, including privacy and how we handle any complaints you may have
- . Our professional indemnity insurance arrangements

The information in this FSG is current at the date of issue and is general information only. It does not take into account your individual objectives, needs or financial situation.

This is an important document

You should read this FSG in its entirety. By engaging, or continuing to engage us you are, in the absence of any formal written agreement with us, agreeing to the delivery of our services and remuneration as described in this FSG.

If this document was provided to you by one of our Authorised Representatives, this document is only part of the FSG and should be read with the relevant Authorised Representative Schedule. Together, these documents make up the FSG.

Please retain this document for your future reference. It may apply to other services we provide to you in the future.

Statements of Advice and Product Disclosure Statements

If we provide you with personal advice we will, where required, give you a Product Disclosure Statement (PDS) and we may also give you a Statement of Advice (SOA).

If we provide you with further personal advice, you may, within a reasonable time of receiving the advice, request a written Record of Advice (ROA) by contacting the person that gave you the advice. You should read these important documents before acting on any advice we have given you. If you have provided us with your email address, you are confirming that we may send these documents to you electronically. You can opt out of this at any time by contacting your broker.

A PDS is produced by the insurer and is designed to contain information that will help you decide whether or not to purchase a product, including information about its features and its terms and conditions. An SOA or ROA will explain our advice, including the basis for our advice and the information we have relied on. An SOA also includes other information, including further details about how we are paid and any relevant relationships or associations we may have which may have influenced the advice we have given.

Changes to this FSG

Information in this document may change from time to time. We may make such changes by amending the FSG and publishing an updated version on our website. You may also obtain a printed copy of the updated information by calling your broker, your nearest branch or our Toll Free Client Inquiry Line, 1800 240 432.

Who we are

About the Arthur J. Gallagher Group

AJGCo and AJG2 are part of a group of Australian and international companies owned by Arthur J. Gallagher & Co (Arthur J. Gallagher Group). The Arthur J. Gallagher Group is one of the world's leading providers or insurance broking and risk management services. The parent company, Arthur J. Gallagher & Co., was founded in the United States in 1927 and is listed on the New York Stock Exchange.

In Australia, the Arthur J. Gallagher Group includes:

- · AJGCo and AJG2, general insurance brokers.
- Arthur J. Gallagher (Life Solutions) Limited ABN 67 074 697 537, AFSL 238318 (AJGLS), a wholly owned subsidiary of AJGCo that provides life insurance and financial advisory services.
- Elantis Premium Funding Limited trading as Monument Premium Funding ABN 20 002 543 606 (MPF), which provides premium funding and other credit services.
- Pen Underwriting Pty Ltd ABN 89 113 929 516, AFSL 290518 and Pen Underwriting Group Pty Ltd ABN 80 082 459 372, AFSL 238170 (Pen), Australian underwriting agencies providing access to both the Lloyd's market and local insurers.

The Arthur J. Gallagher Group also includes other licensed general insurance brokers in Australia. For further information about our related entities please visit www.aig.com.au/page/arthur-j-gallagher.



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About Us

Together, we have an extensive national broking network in metropolitan and regional Australian locations providing broking solutions to a wide range of clients from small to medium enterprises through to large multinational corporations, as well as affinity partners and associations.

We aim to deliver on our aspiration 'to position you to financially survive any insurable event' through:

- · maintaining local relationships with our clients,
- leveraging our national and trans-Tasman influence with insurance companies to negotiate better deals and more coverage options,
- providing you with 24/7 support and the experience of our dedicated national claims team, and
- making the most of our global capability of industry-specific experts and offshore markets for your benefit.

We are each members of the National Insurance Brokers Association (NIBA) and subscribe to the General Insurance Brokers' Code of Practice. A copy of the code can be obtained from the NIBA website: www.niba.com.au.

Important relationships and conflicts of interest

In some cases we may refer you to, or advise you to use, the services of other companies in the Arthur J. Gallagher Group both in Australia and overseas. We maintain our independence in the market place by ensuring all negotiations with other companies in the Arthur J. Gallagher Group are carried out as if with an unrelated third party.

We have a preferred panel of insurers with which we place business and we work closely with these insurers to ensure our clients receive high quality product benefits, competitive pricing and appropriate service levels.

Where there are potential conflicts of interest in our remuneration arrangements or in our dealings with related parties, they are managed in accordance with our conflicts of interest policy which all staff and representatives must comply with.

Our services

AJGCo and AJG2 each hold an Australian Financial Services Licence which authorises the Licensee to deal in (including to issue and arrange for others to deal in), and provide personal and general advice concerning, general insurance products.

We are committed to providing sound advice based on our market knowledge. We can agree with you to:

- · investigate and analyse your insurance needs,
- provide information or advice about insurance solutions that may be appropriate for you.
- · arrange, vary and renew your insurance policies,
- . help you deal with your insurer in the event of a claim, and
- · provide other risk management services.

How we provide our services to you

Our relationship with you

The services provided to you will be provided by one or more of AJGCo or AJG2. At the time of providing services to you we will let you know which broking entity you are dealing with and the Australian Financial Services Licence they are operating under.

We are general insurance brokers. This means we normally act as your agent when dealing with insurers. In some circumstances we will act as an agent of the insurer. When this occurs we will clearly notify you that we are not acting as your agent. When we act as an agent of the insurer we may act under a binder agreement which may allow us to offer, vary or cancel policies and manage claims as if we were the insurer. When we act under a binder we cannot provide you with independent advice about the appropriate insurance cover for your needs - you must make your own decision about what cover is appropriate for you.

When you do business with us, you will usually deal with our employees, however you may also deal with our Authorised Representatives. When you deal with an Authorised Representative, they will provide you with information about their business and their relationship with us. Each of our Authorised Representatives is authorised by us to issue this FSG on our behalf.

Our advice

When we provide you with services we may provide you with general advice or personal advice. If we provide you with general advice we will give a general recommendation or opinion about a product which is not based on a detailed consideration of your individual needs, objectives or financial situation. In this case you should read the relevant PDS and policy wording in full and consider whether the insurance product in question is appropriate for your circumstances.

We will agree with you if we are providing you with personal advice and will explain what it covers. If we provide you with personal advice, we will review and consider your individual circumstances before providing our advice. We may also be required to provide you with a PDS and/or and SOA. You should read these documents carefully before acting on our advice.

If we provide you with personal advice over the telephone and we do not provide you with an SOA, you may request an ROA by calling your broker, your nearest branch or our Toll Free Client Inquiry Line, 1800 240 432.

Please note that we cannot guarantee the availability of cover for your particular risks.

Our relationship with insurers

We work closely with a range of insurers and underwriting agencies to arrange high quality benefits, competitive pricing and superior service levels for our clients. Wherever possible we will recommend that clients deal with insurers that are authorised under the Insurance Act 1973 (Cth) to carry on insurance business in Australia and are subject to oversight by the Australian Prudential Regulation Authority. We will warn you when we recommend an unauthorised foreign insurer. Please note that we do not guarantee the solvency of any insurer.

How we can receive your instructions

In order for us to act on your behalf you must provide us with instructions and other information about the services you require. You can give us instructions using the contact details in this FSG or in the relevant Authorised Representative Schedule. In some circumstances it may be necessary for you to give us instructions in writing. We will tell you when this is the case.

Your Duty of Disclosure and when we rely on you

We rely on you

It is important you understand that we will rely on the accuracy and completeness of the information you provide to us. We do not independently verify the information you provide before sending it to the insurer.

Keeping your information up to date

Once your insurance cover has commenced, you should tell your broker about any changes to your circumstances when they occur. This will allow us to ensure your cover remains appropriate.

Your duty of disclosure

Before you enter into an insurance contract with an insurer, you have a duty under the Insurance Contracts Act 1984 to tell the insurer all information that is known to you or a reasonable person could be expected to know, is relevant to the insurer's decision to insure you and on what terms, having regard to the nature and extent of the insurance cover to be provided and the class of people who ordinarily apply for it.

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Your duty of disclosure (continued)

You have this duty until the insurer issues the insurance policy. If you are applying for insurance in relation to your motor vehicle, home building and/or contents, residential strata, travel, personal accident or sickness and consumer credit products you must answer the specific questions on the application form truthfully and accurately. You must tell the insurer all information that's known to you and that a reasonable person would be expected to provide in answer to the questions.

Non-disclosure

If you fail to comply with your Duty of Disclosure, the insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both. If your failure to comply with the Duty of Disclosure is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

People you represent

You must make sure you explain the Duty of Disclosure to any person you represent when we arrange any insurance cover for you. Alternatively, you may ask any person you represent to contact us and we will explain their Duty of Disclosure to them directly.

Contact your broker

If you are unclear about your Duty of Disclosure or require more information about how to comply with your Duty of Disclosure, please refer to the information provided by the relevant insurer in relation to your Duty of Disclosure in the relevant PDS or policy wording. Alternatively, you can call your broker, your nearest branch or our Toll Free Client Inquiry Line, 1800 240 432.

Our remuneration, including how we and our representatives are paid

Commissions and professional fees

Typically, we will charge you a professional broking fee and/or obtain a commission from the insurer based on the service we provide. Our professional fees will vary depending on the level of service we provide and whether we also receive a commission.

The amount of commission varies depending on the market and the risk, but is generally calculated at a rate that is between 5% and 30% of the insurer's base premium (i.e. excluding government charges, taxes, fees or levies). Often an insurer will agree to pay us by allowing us to deduct the value of the commission from the premium paid by you before we pass the balance of the premium on to the insurer.

We may also charge separate service fees to cover any related administration and processing costs. Our service fees vary depending on the costs associated with providing the services you require. Where applicable, our professional fees and service fees will be detailed on your invoice, and provided to you at the time you receive advice or as soon as practical after that time.

Our remuneration is payable on the terms of our invoice and is considered fully earned at the time that we issue the invoice. If your insurance contract is cancelled or varied before the expiry of the period of insurance, you will be paid any refunded premium received from the insurer. We will retain all our commission, fees and other remuneration in full in the event of any early cancellation or variation of your insurance contract or downward adjustment of premium. We may charge an additional fee for processing your request to cancel or vary your insurance contract and you agree that this fee may be offset against any premium refund you are entitled to.

How we remunerate our employees

Our remuneration arrangements provide incentives to our brokers to ensure our clients receive practical and effective advice and service. Our employees receive a salary and may also receive a performance bonus based on both the value and quality of the work they do for our clients. In limited circumstances, some employees may also receive additional payments related to clients they have referred to a third party.

From time to time, our employees may also be invited to an annual conference, receive sponsorship for conferences, functions, meals or other non-monetary benefits from external parties such as insurers, underwriting agencies or reinsurers. You do not bear the cost of sending our employees to these events and such relationships are managed under our conflicts of interest policy.

How we remunerate our Authorised Representatives

If your broker is an Authorised Representative, he or she is generally paid a retainer fee that may also be supplemented by an additional payment based on performance. Any additional payment will be calculated on the level of the retainer and will be between 5% and 50% of the commission we receive in respect of business originated by the Authorised Representative. Alternatively, the Authorised Representative may be paid a flat recurring fee.

If an Authorised Representative provides you with personal advice, he or she will give you documents explaining how they are remunerated at the time the advice is provided or as soon as practical after that time.

Remuneration arrangements within the Arthur J. Gallagher Group

If your broker recommends a product or service of a company in the Arthur J. Gallagher Group or refers you to another company within the Gallagher Group, we may receive benefits as a result of the referral or the business you subsequently do with that company. The benefits include:

If we refer you to AJGLS, we may receive a share of any commission generated by the referral and a share of AJGLS's overall profits. Please see the AJGLS Financial Services Guide for further details. A copy is available on our website by accessing the link to Arthur J. Gallagher (Life Solutions).

If we refer you to MPF, we may receive a commission of up to a maximum of 5% of any funding provided by MPF. We may also be entitled to a bonus paid as a percentage of the premiums funded and a share of MPF's profit.

If we recommend a product offered by Pen or any other company within the Arthur J. Gallagher Group, the company may pay us an annual bonus based on premium growth and/or a payment based on the profitability of the products we recommend to you. These payments will be in addition to any commissions the company may pay us and any service or other fees we may charge you.

Remuneration from other relationships

We sometimes enter into specific arrangements with a limited number of insurers where we receive fees or other remuneration for the development of insurance solutions or the growth of various insurance portfolios. The remuneration we receive from these arrangements is variable and is determined by the profitability of the recommended insurance products. We will only recommend these products where they meet your needs and are in your best interests.

We may also earn remuneration where we act as an agent for an insurer under a binder authority. The remuneration we receive from these arrangements is generally a mixture of a flat processing fee and variable performance fees and commissions. The performance fees and commissions are determined by the nature of the arrangement and, in the case of the performance fees, may be influenced by the profitability of the relevant portfolio.

Some insurers give other benefits such as sponsorship of annual conferences, training and invitations to social business functions. These benefits may change from year to year. Occasionally, your broker may also receive small gifts and gratuities. It is our policy that gifts or gratuities may be accepted only if they are of an incidental nature.

Referral fees paid to third parties

If you were referred to us by a third party, we may pay the referrer a referral fee. This fee is calculated as a percentage of the commission earned from the referral and can be up to 50% of the commissions we receive. This is a separate payment that we make to the referrer and does not increase the amount you pay for your insurance cover.

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How detailed information about remuneration will be provided to you

If your broker provides you with personal advice, they will give you documents explaining what fees, commissions, benefits, bonuses, payments to third parties or other remuneration will be paid or received in relation to their advice, if you accept it. This information will be provided at the time the advice is provided or as soon as practical after that time.

Invoices

We will invoice you for the premium (which may include our commission), relevant statutory charges (including GST) and any fee we charge you for arranging your insurance cover. You must pay us by the due date shown on the invoice. Once you have paid an invoice, we hold the premium you pay on trust for you until we pass it on to the insurer. If there is any delay between you paying an invoice and us passing your premium on to the insurer, we may retain any interest earned on the premium during that period.

Where a premium remains unpaid, an insurer may have the right to cancel the policy and you may not be insured. The insurer may also charge a premium for the time on risk.

If the premium remains unpaid, your broker may contact the insurer and the insurer may cancel your policy.

Billing

Check your invoice for payment options. Please note that a surcharge may be applied to payments made by credit card, and that surcharge may change from time to time.

Your broker may be able to arrange for you to pay your premium in instalments. Instalment billing is not always available and there is usually a charge for this service. To discuss this option please contact your broker for details.

Questions about invoices, fees, commissions and other remuneration

If you have any questions, or if you want more information about how we or our Authorised Representatives are paid, please ask your broker or call your local branch.

Your rights as our client, including privacy and your complaints and dispute resolution procedures

Privacy

We are committed to protecting your personal, including sensitive, information (together referred to as Personal Information). When we collect, hold, use, disclose, or otherwise handle your Personal Information we must comply with the Privacy Act 1988 (Cth), which includes the Australian Privacy Principles. We collect, hold, use or handle your Personal Information to perform our functions of providing, managing and administering the insurance broking and risk management services outlined in this FSG.

Occasionally we may provide your Personal Information to overseas recipients to facilitate the services outlined in this FSG. Prior to disclosing your information to overseas recipients, we will, where required by law, take steps to ensure that the recipient does not breach the Australian Privacy Principles.

For detailed information about how we handle your Personal Information, please see our Privacy Statement which is available on our website or by calling your local branch. Our Privacy Statement also contains information about how you may access, update and correct the Personal Information you have provided to us.

If you do not supply the Personal Information we request, we may not be able to provide our services to you. For example, we may not be able to arrange insurance cover or manage your claim. From time to time and where we are permitted by law to do so, we may also use or disclose your Personal Information for the purpose of marketing our services, or the products and services of related entities and third parties, to you. Please tell us if you do not want us to use or disclose your Personal Information for marketing purposes. To nominate preferred days and times for receiving marketing calls or to opt-out of receiving marketing information altogether, please email us at marketing-m

Complaints and disputes

If you are concerned about our service, the service provided by our Authorised Representative, any product we have arranged or how we have handled your Personal Information, please contact your broker or our Authorised Representative, or the branch manager of your local branch.

If, within 14 days, your broker or our Authorised Representative or the relevant branch manager is unable to resolve your complaint to your satisfaction, you may ask that the matter be referred to the Arthur J. Gallagher Group Risk & Compliance Team. The Arthur J. Gallagher Group Risk & Compliance Team can be contacted directly on: 1800 068 000 or by emailing: privacy@aig.com.au (for privacy related complaints) or complaints@aig.com.au (for other complaints).

If your complaint is referred to the Risk & Compliance Team, we will acknowledge receipt of your complaint in writing within three business days. We will then investigate the matter and attempt to resolve your complaint in accordance with our disputes and complaints management policy. If you are not satisfied with the response of the Risk & Compliance Team to your complaint about services and products, you may refer your complaint to the Financial Ombudsman Service (FOS).

FOS is an independent external dispute resolution body approved by the Australia Securities and Investment Commission. FOS resolves disputes at no charge to you and has the authority to deal with certain financial services disputes within its Terms of Reference. FOS can be contacted at:

FOS Australia GPO Box 3, Melbourne VIC 3001

Tel: 1800 367 287 Website: <u>www.fos.org.a</u>u Email: <u>info@fos.org.au</u>

If you are not satisfied with the response of the Risk & Compliance Team to your privacy complaint, you may refer your complaint to the Office of the Australian Information Commissioner: www.oaic.gov.au.

For further information about how we handle complaints or disputes please contact your broker, our Authorised Representative or visit our website.

Professional indemnity insurance cover

We maintain appropriate professional indemnity insurance (PI Insurance) in accordance with the law. Our PI Insurance extends to claims in relation to negligent advice provided by current and former employees and former Authorised Representatives. It is important to understand that our PI Insurance is subject to the terms and conditions of the relevant PI Insurance policies.

Thank you for taking the time to read and understand this important document. This guide helps form the basis of what we hope will be a long and satisfying relationship. We look forward to providing you with exceptional service both now and in the future.

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Locally focused. Nationally resourced. Internationally represented.

Direct to your AJG Sport branch 1800 SPORT 0 www.ajg.com.au/va





