



Skate Australia

2017 Insurance Program Handbook



Arthur J. Gallagher
BUSINESS WITHOUT BARRIERS™

Sport | Insurance Program Handbook 2017

Skate Australia



Arthur J. Gallagher
BUSINESS WITHOUT BARRIERS™

Arthur J. Gallagher Co (Aus) Limited
ABN 34 005 543 920
PO Box 1113
BRISBANE QLD 4001

E: sport.brisbane@ajg.com.au
T: 1800 SPORT 0 (1800 776 780)
F: (07) 3367 5100

www.ajg.com.au/skate

Attention: Members and Affiliates

Skate Australia Affiliated Clubs and Competitions

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 delighted to again work in partnership with Skate Australia to provide a program designed to improve all aspects of a skating member's physical, legal and financial safety.

We have pleasure in enclosing details of the 2017 National Insurance Program for Skate Australia, which covers all affiliated clubs and their members.

The national program provides the following cover:

- Public and Products Liability with Professional Indemnity insurance
- Sports Injury (Personal Accident) insurance
- Association Liability Insurance (Directors & Officers)

Clubs and their members can also pay additional premiums for the below tailored Skating programs:

- Sports property insurance (Skating rinks / Buildings / Club equipment)
- Sports Travel insurance
- Public liability for Skating rink (i.e non-Skate Australia sanctioned activities)
- Sports Injury (Personal Accident)
- Life 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 Skate Australia Clubs, Leagues 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 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 Skating Australia community.

Yours sincerely,

Terry Berryman
Sports Team Leader
Arthur J. Gallagher

Endorsed by,





Contents

Section 1 – Insurance Program	2
Sports Public & Products Liability Including Professional Indemnity Insurance	2
Association Liability Insurance	8
Summary of Insurance Coverage	9
Section 2 – Claims Procedures	11
General information	11
Public liability claims – incident reporting procedure	12
Association liability (directors and officers) claims	13
Sports injury (personal accident) claims	13
Minimising claims and injuries	14
Section 3 – Frequently asked questions	15
Section 4 – Additional insurance	16
Sports Property Program	16
Sports Travel Insurance.....	17
Sports Liability & Professional Indemnity Insurance	17
Section 5 – Other matters.....	18
Certificates of insurance	18
The average clause (under insurance)	18
Hold harmless agreements	18
Insuring the interest of other parties	18
Utmost good faith.....	18
Notice regarding this manual	18
Section 6 – Arthur J. Gallagher Contacts	19
Account Executives	19
Assistant Account Executives.....	20
Personal Accident Sports Claim Specialist.....	20
Section 7 – Appendices	21

Section 1 – Insurance Program

Sports Public & Products Liability Including Professional Indemnity Insurance

Period of insurance	31 st December 2016 at 4pm Local Standard Time to 31 st December 2017 at 4pm Local Standard Time
Who is covered?	<p>Skate Australia Inc; Skateboarding Australia Pty Ltd; Inline Hockey Australia Pty Ltd, Roller Derby Australia Pty Ltd, Artistic Skating Victoria Inc, Victorian Inline Hockey Organisation Inc, Skate Australia Victoria Speed Inc, Skate WA Inc, Skate Queensland Assoc Inc, Skate South Australia Inc, Skate NSW Inc; including:</p> <ul style="list-style-type: none">• 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	<p>Principally but not limited to Whole of Sport Insurance Program including administration and the development, promotion, organisation and conducting of Skating activities such as competitions, training, coaching courses, promotional events and/or clinics, including, but not limited to:</p> <ul style="list-style-type: none">• Playing or promoting club, school and representative games, competitions and performances• Participating in training or practice sessions, or official functions arranged by the insured• Travelling to or from 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• 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

Sport | Insurance Program Handbook 2017

Skate Australia

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.

Limit of Indemnity

\$20,000,000	Public Liability Any One Occurrence
\$20,000,000	Products Liability Any One Period of Insurance
\$20,000,000	Advertising Liability Any One Occurrence
\$ 5,000,000	Professional Indemnity Any One Occurrence and in the aggregate
\$ 100,000	Molestation / Sexual Abuse Defence 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.

Molestation Cover

It is hereby noted and agreed that Section 2. Sports Liability, What's Covered Part A General Liability is extended as follows:

Notwithstanding What's Not Covered 6. Molestation, your insurer will pay, on behalf of the insured:

Defence Costs incurred in defending Claims first made against the Insured and notified to the Insurer during the period of insurance.

Provided that nothing in this Extension shall require the Insurer to indemnify the insured who has perpetrated any such act of molestation, interference, mental abuse or physical abuse or indecency or who by any act or omission has condoned any such act. The Defence Costs payable under this Extension will only be paid by the insurer if and when it has been determined by judgement, final adjudication or settlement of the Claim that the Insured has not perpetrated any such act of molestation, interference, mental abuse or physical abuse or indecency and who by act or omission has not condoned any such an act.

The total liability of the Insurer for Defence Costs under this Extension shall not exceed \$100,000 for any one claim and in the aggregate during the period of insurance.

Unmanned Aerial Vehicle

It is noted and agreed that with effect from the 31st of December 2016, Section 2 – Sport Liability (Part A General Liability) is extended to include the following:

UAV / RPA Liability

Liability, including vicarious liability, is extended to include UAV / RPA Liability happening during the period of insurance as the result of an occurrence that is connected with your club, league or association or in the conduct of the business. It can take place either in Australia or New Zealand and anywhere else in the world excluding USA and Canada whilst conducting normal business or club activities and adhering to club rules and by-laws, arising from or out of the ownership possession or use by or on behalf of the insured of any:

- use of Unmanned Aerial Devices (UAVs) and Remotely Piloted Aircraft Systems (RPAS).

For the purpose of this endorsement, a UAV or RPA'S shall mean an aircraft without human pilot on board, which is remotely controlled for civil or commercial use only and which weighs 2 kilograms or less.

Provided always that indemnity under will not apply in circumstances:

- 1) resulting from the impact or threatened impact between any UAV or RPA'S and any aircraft or aerospace device; or
- 2) where any UAV or RPA'S is not being operated in accordance with:
 - a. Civil Aviation Legislation Amendment (Part 101) Regulation 2016
 - b. any subsequent amending or replacement Guidance document(s) or Statutory Instrument(s).

Liability Exclusions

- Liability assumed under any contract or agreement (i.e. indemnifying property owners in lease agreements)
- Non Sanctioned activities
- Property damage to property owned, rented or occupied
- Pollution
- Aircraft/Watercraft
- Asbestos
- HIV/AIDS
- Explosives/Pyrotechnics
- Any legislated liability insurance (i.e. Workers' Compensation and CTP).

Sports Injury – Group Personal Accident Insurance

Period of insurance	31 st December 2016 at 4pm Local Standard Time to 31 st December 2017 at 4pm Local Standard Time
Insured Persons:	<p>Skate Australia Inc; Skateboarding Australia Pty Ltd; Inline Hockey Australia Pty Ltd, Roller Derby Australia Pty Ltd, Artistic Skating Victoria Inc, Victorian Inline Hockey Organisation Inc, Skate Australia Victoria Speed Inc, Skate WA Inc, Skate Queensland Assoc Inc, Skate South Australia Inc, Skate NSW Inc; including:</p> <ul style="list-style-type: none">• all registered players, coaches, referees, officials, first aid personnel, administrators and voluntary workers.
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?	<p>Cover limited to injury whilst an insured person is:-</p> <ul style="list-style-type: none">* 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	<p>Injury means bodily injury which:</p> <ul style="list-style-type: none">- 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.
Covered sports	Inline Hockey, Speed Skating, Roller Hockey, Artistic Skating (Freestyle, Dance Skating, Precision Skating & Figure Skating), Roller Derby, SkateStars, SkateFit & Skateboarding.

Sport | Insurance Program Handbook 2017

Skate Australia

Aggregate Limit \$1,000,000

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 are calculated using a percentage of the death 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. Please Note **Death is limited to 20%** for Members whose age is less than 18.

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 \$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. **This excess is increased to \$200 for claims resulting from Roller Derby.** 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 **\$350 per week, subject to a 21 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 26 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 **\$350 per week and subject to a 21 day deferral period.** The benefit will be paid for the period of the Disablement as certified by a registered medical practitioner or 26 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 **\$350 per week and subject to a 21 day deferral period.** The benefit will be paid for the period of the Disablement as certified by a registered medical practitioner or 26 weeks whichever is the lesser.

Sport | Insurance Program Handbook 2017

Skate Australia

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	Skate Australia Inc; Skateboarding Australia Pty Ltd; Inline Hockey Australia Pty Ltd, Roller Derby Australia Pty Ltd, Artistic Skating Victoria Inc, Victorian Inline Hockey Organisation Inc, Skate Australia Victoria Speed Inc, Skate WA Inc, Skate Queensland Assoc Inc, Skate South Australia Inc, Skate NSW Inc; including all affiliated league/club associations.	
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	
Geographical Limits	Worldwide excluding USA and Canada	
Limit of Liability	\$7,500,000 - 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
Deductible (Including Defence Costs)	Directors & Officers Liability	Nil
	Professional Indemnity	\$1,000
	Association Liability / Reimbursement	\$1,000
	Crime / Employment Practices	\$5,000
	Trustee / Taxation Investigation	\$1,000

Summary of Insurance Coverage

Benefit	Policy Limit
Public, Products & Advertising Liability	\$20,000,000
Professional Indemnity	\$5,000,000
Molestation Defence Costs	\$100,000
Goods in Care Custody & Control	\$100,000
Association Liability	\$7,500,000
Capital Benefits	\$150,000
Modification Expenses	\$10,000
Funeral Expenses	\$7,500
In Memoriam Benefit	\$1,000
Loss of Earnings / Student Help / Home Help:	
- Weekly Benefit	\$350
- % Covered	100%
- Excess	21 day's
- Benefit Period	26 weeks
Parents Allowance:	
- Daily Benefit	\$25
- Maximum Benefit	\$1,500
Dependent Children's Allowance	\$500
Medical and Dental Costs:	
- Maximum Benefit	\$3,000
- % Covered	85%
- Excess	
- With Private Health	\$0
- No Private Health	\$50
- All Roller Derby Claims	\$200
Ancillary Non Medical Expenses	\$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



NSW VIC

000-000

THE BOX



Section 2 – Claims Procedures

General information

The following basic rules will assist in the smooth and speedy settlement of all 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
- Association Liability (Directors & Officers)
- Sports Injury (Personal Accident)

Public liability claims – incident reporting procedure

1. Incident Reporting

In the event of any incident which may give rise to a claim, the Affiliated club/owner/operator is required to immediately inform the state and/or national official of Skate Australia and 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 Skate Australia and 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. Skate Australia and 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@ajg.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 sports injury claim form from Arthur J. Gallagher by calling 1800 SPORT 0 (1800 776 780) or emailing sport.brisbane@ajg.com.au.
2. Arrange for your treating doctor to complete the "Doctors Statement".
3. Arrange for your club to complete the "Club 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:

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

Or

Email: sport.brisbane@ajg.com.au

Or

Fax: (07) 3367 5100

6. Arthur J. Gallagher will send to Skate Australia / State Administrator for confirmation of membership registration details.

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 Skate Australia and all its affiliated disciplines 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 Skate Australia personal accident insurance?

No. Any participant in an event (including social events) who is not a registered Skate Australia member, is not insured. If any Skate Australia member participates in an event that is not sanctioned by Skate Australia, 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.
3. Player is billed by transport provider.
4. Player claims via private/public insurance (depending on State) in first instance. Private/public insurance may not cover full cost of transport which can then be claimed against the Skate Australia personal accident policy.
5. Gap between private/public insurance can be claimed against Skate Australia personal accident policy. The Skate Australia personal accident cover is conditional on the event incident reports/logs being received from Organisers.
6. 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 Skate Australia personal accident policy. This will ensure that the player does not incur penalty charges. However, the Skate Australia 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 Skate Australia personal accident claim and the Skate Australia 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 Skate Australia 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.

Section 4 – Additional insurance

Sports Property Program

Most clubs and skating rinks 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 the skating industry, we've developed a tailored program, whereby all members of the Skating community are invited to join a comprehensive policy which is tailored to suit the needs of the clubs and skating rinks. 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	Replacement 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
Statutory Authority Fees	\$ 50,000

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 Sanitary Arrangements, Injury, Illness or Disease Caused by the Consumption of Food or Drink, Murder or Suicide	\$ 250,000

Combined Material Damage and Business Interruption Sections

Flood Cover	Optional
Claims Preparation	\$ 100,000
Machinery Breakdown	\$ 10,000
Electronic Equipment Breakdown	\$ 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 Skate Australia Personal Accident policy 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).

Sports Liability & Professional Indemnity 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 Skating 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 through the utilisation of the **AJG Sporting Risk Profile**, ensure insurance policy terms, conditions and exclusions provide the best value possible.

We are able to assist any club or skating rink that is conducting any activities outside the sanctioned scope of activities at Skate Australia, 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 by contacting Skate Australia or your affiliated state body.

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 Skate 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 Branch Manager

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 Team Leader

Contact	P: (07) 3367 5010 E: terry.berryman@ajg.com.au
Experience	Terry has been in the insurance industry for over 10 years. Terry specialises in evaluating, placing and servicing sporting and sporting retail risks. Terry is active in the local sporting community, and is the Vice-President and co-founder of the South East Queensland Community Sports Club and also the Director and co-founder of South East Queensland Football, a rapidly expanding amateur soccer league. 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.



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

National Personal Accident Sports Claim Executive

Contact	P: (07) 3367 5228 E: carol.vanveen@ajg.com.au
Experience	Carol specialises in sport injury insurance claims and has done so for more than 10 years. Carol ensures that all claims are handled swiftly, efficiently and fairly whilst advocating in the interests of the association and its affiliates.



Section 7 – Appendices

Financial Services Guide

Issued 21 November 2016



Arthur J. Gallagher

This Financial Services Guide (FSG) contains important information to help you decide whether to use the services we offer. It includes details about who we are, the services we can provide, the remuneration we and our representatives receive and our complaints process.

You should read this FSG in its entirety and retain it for your future reference. 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.

Statements of Advice and Product Disclosure Statements

If we provide you with personal advice or recommend an insurance policy, we will, where required, give you a Product Disclosure Statement (PDS) and we may also give you a Statement of Advice (SOA). You should read these important documents before acting on any advice we have given you.

A PDS is produced by the insurer and contains information that will help you decide whether or not to purchase a product, including information about its features and its terms and conditions.

A SOA will explain our advice, including the basis for our advice and the information we have relied on. It also includes 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.

Electronic delivery

If you have supplied your email address to us, we will send insurance documents including this FSG, SOAs and PDS (if required) to that address unless you tell us you would like to receive those documents in a different form (e.g. hard copy by post).

We may be able to communicate with you in limited circumstances by means of mobile phone text message (SMS). Any messages of information sent by SMS will not be acted upon until such time as they have been confirmed by alternative means.

Who we are

We are a group of Australian companies that provide general insurance broking services. Our services may be provided to you by Arthur J. Gallagher & Co (Aus) Limited (AJGCo) or by an Authorised Representative of AJGCo. Both AJGCo and your Authorised representative are referred to in this FSG as 'we', 'us' or 'our'.

Our contact details are at the end of this FSG. If an Authorised Representative is your broker, their details will appear in the Authorised Representative Schedule appended to this document.

We 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 of 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 also includes related service providers such as:

- Arthur J. Gallagher (Life Solutions) Limited ABN 67 074 697 537, AFSL 238318 (AJGLS), which 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.

For further information about our related entities please visit: www.ajg.com.au/arthur-j-gallagher-co.

About Us

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 a member 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.

Waiver of rights and disclaimers

Some insurance policies limit or exclude claims where the insured has limited or waived their right to recover a loss from the person who was responsible for causing the loss. You should not sign any agreement that modifies or limits your rights of recovery from another party. You should always seek professional advice before signing such a disclaimer. Whenever you are asked to sign such a disclaimer you should seek advice first.

Important relationships and conflicts of interest

In some cases we may refer 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 holds an Australian Financial Services Licence which authorises us to deal in (including to issue and arrange for others to deal in), and provide personal and general advice concerning general insurance products.



Arthur J. Gallagher
BUSINESS WITHOUT BARRIERS™



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

- 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.

Our relationship with you

As general insurance brokers, we normally act as your agent when dealing with insurers. In some circumstances we may act as an agent of the insurer and this may be under a binder arrangement which allows us to offer, vary or cancel policies and manage claims as if we were the insurer. When this occurs we will clearly notify you that we are not acting on your behalf. 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 one of our Authorised Representatives.

Our advice

When we provide you with advice this may be 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. When giving general advice, we will give a warning that you should read the relevant PDS and policy wording in full and consider whether the insurance product in question is appropriate for your circumstances.

If we provide you with personal advice, we will review and consider your individual circumstances before providing our advice. We may also provide you with a PDS and/or a SOA (if required). You should read these documents carefully before acting on our advice.

If we provide you with personal advice and we do not provide you with a SOA, you may request a Record Of Advice (ROA) at any time up to 7 years after the advice was provided by calling your broker, your nearest branch or our Toll Free Client Inquiry Line, 1800 240 432.

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 you deal with insurers that are authorised under the Insurance Act 1973 (Cth) to carry on insurance business in Australia. Such insurers 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 cannot guarantee the availability of cover for your particular risks or 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 at the end of this FSG or to your broker described 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.

Cooling off period

Retail insurance policies can be terminated within the first 14 days without penalty. If you choose to take advantage of this option, the insurance contract will be terminated from inception and the premium will be returned to you in full. You cannot withdraw from the contract if you have made a claim under it.

Our remuneration, including how we and our representatives are paid

Commissions and professional broking 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 professional broking fees to cover any related administration and processing costs. Our fees vary depending on the costs associated with providing the services you require. Where applicable, our professional 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 pro-rata premium received from the insurer. We will retain all of our commission, fees and other remuneration in full in the event of any early cancellation or variation of your insurance contract or 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 pro-rata refund you are entitled to.

How we remunerate our employees

Our remuneration arrangements provide incentives to our employed 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 arranged or serviced by the Authorised Representative. Alternatively, the Authorised Representative may be paid a flat recurring fee.

If an Authorised Representative provides you with personal advice, additional information explaining how they are remunerated will be included in the Authorised Representative Schedule.

Remuneration arrangements within the Arthur J. Gallagher Group

If we recommend a product or service of a company in the Arthur J. Gallagher Group or refer you to another company within the Arthur J. 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. For further details, please refer to the AJGLS Financial Services Guide, a copy of which can be accessed via our website www.ajg.com.au.



- 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:

- may be variable and determined by a percentage of the premiums applying to a portfolio or the profitability of the recommended insurance products; or
- the remuneration may be fixed and based on the delivery of agreed objectives, including for administration and other services which are aimed at enhancing the development and provision of products and services for your benefit.

We will only recommend these products and services 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.

How detailed information about remuneration will be provided to you if personal advice is provided.

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.

Your payment of the invoice issued is treated as acceptance of all of the terms and conditions of the associated insurance policy.

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. The surcharge applied passes on the charges that are incurred by AJG&Co. The surcharge may change from time to time to reflect changes in the charges that we incur.

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.

Automatic renewals

In some circumstances we may automatically renew your existing policy with your current insurer as per expiring policy details. You will be notified in our renewal invitation or quotation offer if this is relevant to the financial service offered or provided to you. Where this arrangement is in place you can contact us at any time in order to instruct us to stop automatic renewals.

Complaints and dispute resolution procedures

Complaints and disputes

If you are concerned about the services provided by us, any product we have arranged or how we have handled your Personal Information, please contact your broker or the branch manager of your local branch. We will acknowledge your complaint immediately in writing or by telephone.

If, within 14 days, your broker 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 (Risk & Compliance Team) who can be contacted directly on: 1800 068 000 or by emailing: privacy@ajg.com.au (for privacy related complaints) or complaints@ajg.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 3 business days. We will then investigate the matter and attempt to resolve your complaint in accordance with our disputes and complaints management policy. We will advise you of the outcome of our review of your complaint within 45 days of when you first made your complaint.

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:

Financial Ombudsman Service	Telephone: 1300 780 808
GPO Box 3,	Website: www.fos.org.au
Melbourne VIC 3001	Email: info@fos.org.au

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



Professional indemnity insurance cover

We maintain appropriate professional indemnity insurance (PI Insurance) which meets the requirements of section 912B of the Corporations Act 2001 (Cth). Our PI Insurance extends to claims in relation to negligent advice provided by our current and former employees and Authorised Representatives. It is important to understand that our PI Insurance is subject to the terms and conditions of the relevant PI Insurance policies.

Additional Important Information

Privacy

We are committed to protecting your personal and 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 and handle your Personal Information to perform our functions of providing, managing and administering the insurance broking and risk management services outlined in this FSG. 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.

We provide your Personal Information to insurers or insurance intermediaries to allow them to determine whether to insure you and if so on what terms.

In facilitating the services outlined in this FSG, we may also need to provide your Personal Information to our outsourced providers. Occasionally this may involve providing your Personal Information to overseas recipients located in the United States of America, the United Kingdom, New Zealand, Singapore or India. 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 Privacy Act 1988 (Cth).

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 privacy@ajg.com.au or telephone your broker, your nearest branch or our Toll Free Client Inquiry Line, 1800 240 432.

For detailed information about how we handle your Personal Information, please see our Privacy Policy which is available on our website, www.ajg.com.au or by calling your local branch. Our Privacy Policy also contains information about how you may access, update and correct the Personal Information you have provided to us or how you may make complaints in relation to the handling of your Personal Information and how we will deal with your complaint.

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 disclose information to the insurer. The Duty of Disclosure applies until the insurer agrees to insure you or renew your insurance. The Duty of Disclosure also applies before you extend, vary or reinstate your insurance.

If you are applying for or renewing insurance in relation to your motor vehicle, home building and/or contents, residential strata, travel, personal accident or sickness and/or consumer credit products, you must answer the specific questions asked by the insurer truthfully and accurately. In answering those questions, 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.

At renewal, the insurer may ask you to advise it of any changes to something you have previously disclosed, or may give you a copy of the information you previously disclosed and ask you to advise the insurer if there has been a change. If you do not tell the insurer about a change, you will be taken to have told the insurer there is no change.

If you are applying for or renewing any other insurance, you must tell the insurer all information that is known to you, that a reasonable person could be expected to know or that is relevant to the insurer's decision to insure you and on what terms. You do not need to tell the insurer anything:

- that reduces the risk it insures you for;
- is common knowledge;
- that the insurer knows or should know; or
- which the insurer waived your duty to tell it about.

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.

Contact details

This FSG was prepared on 24 October 2016 and is issued by:

- **Arthur J. Gallagher & Co (Aus) Limited**, ABN 34 005 543 920, AFSL No. 238312 of Level 9, 60 Miller Street, North Sydney NSW 2060.

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.

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.



Locally focused. Nationally resourced. Internationally represented.

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

Arthur J. Gallagher & Co (Aus) Limited. ABN 34 005 543 920.
AFSL 238312.



Arthur J. Gallagher
BUSINESS WITHOUT BARRIERS™

