

INSURANCE HANDBOOK 2013

NETBALL AUSTRALIA



www.willis.com.au/netballaustralia

Important Notice Certificate of Currency

To obtain a Public & Products Liability Certificate of Currency for the 2013 policy period or to add the interests of a third party to your certificate of currency (which is often required by your local council to prove your Association or Club has liability insurance in place), please visit the Netball Australia specific insurance web pages; www.willis.com.au/netballaustralia



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Letter From

The Chief Executive Officer

Of Netball Australia

Dear Members

Netball Australia and the eight State & Territory Associations are pleased to provide details of the Risk Protection Program that has been arranged by our insurance brokers Willis Australia Limited.

It is vital that we all continue to support the wonderful work volunteers do for our sport and to do everything we can to provide a safe environment for our members.

Yours sincerely

A handwritten signature in black ink that reads "Kate Palmer".

Kate Palmer
Chief Executive Officer
Netball Australia



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Introduction

This Insurance Handbook has been prepared by V-Insurance Group to present a broad outline of the Netball Australia Risk Protection Program and to provide general information and assistance in understanding the various insurances which have been effected.

This handbook does not replace, take precedence or form part of the insurance contracts arranged by us on your behalf. The insurance contracts are evidenced by the policy documents, which are held by Netball Australia.

This handbook 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 reading the policy documents. We trust, however, that this handbook will give you a broad working knowledge of the covers you have. This handbook is not to be construed as legal evidence of insurance.

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. 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.

If there is any matter on which clarification is required, please contact the Account Manager or Account Chairman of V-Insurance Group as shown under the "Service Contacts" section of this Handbook.

Up to date information on the Netball Australia Risk Protection Program, claim forms, policy wordings and other related information is available on www.willis.com.au/netballaustralia

FOR THE MOST UP TO DATE INFORMATION ON THE NETBALL AUSTRALIA RISK PROTECTION PROGRAM GO TO WWW.WILLIS.COM.AU/NETBALLAUSTRALIA

IMPORTANT NOTE

To fulfil your moral and legal obligations as a sports administrator, it is important that you inform your members of the insurance that covers them. We recommend that every member and volunteer is made aware of the insurance cover that is in effect.

Service Contacts

For insurance advice, claims or risk management services, please contact the following:

Location

Level 4, 179 Elizabeth Street,
Sydney NSW 2000

Postal Address

Level 4, 179 Elizabeth Street,
Sydney NSW 2000

Telephone

(02) 8599 8660 or 1300 945 547

Email

netball@vinsurancegroup.com

Facsimile

(02) 8599 8661

**Direct link to Netball Australia
insurance website**

www.willis.com.au/netballaustralia

Service Team

Account Chairman

Rob Veale
Direct Line: (02) 8599 8659
Mobile: 0427 998 932
Email: rob@vinsurancegroup.com

Account Manager

Phil Scorer
Direct Line: (02) 8599 8657
Mobile: 0408 404 954
Email: phil@vinsurancegroup.com

Account Executive

Chad Armstrong
Direct Line: (02) 8599 8656
Email: chad@vinsurancegroup.com

Certificates Of Currency

Certificates of Currency can be obtained by contacting V-Insurance Group or by downloading from the Netball Australia insurance website:

www.willis.com.au/netballaustralia

Telephone Hotline For Service

1300 945 547
24 Hour Service

Personal Accident Insurance

Who is Insured Under this Policy?

All Australian Netball Association t/as Netball Australia, Northern Territory Netball Association Ltd (NT Netball), Queensland Netball Association Inc (Netball Queensland), South Australian Netball Association Inc (Netball SA), Tasmanian Netball Association (Netball Tasmania), Victorian Netball Association Inc (Netball Victoria), WA Netball Inc (WA Netball), ACT Netball Association Inc (Netball ACT), New South Wales Netball Association Limited (Netball NSW), the ANZ Championship Competition and competing teams and all Affiliations and Associations participating within organised club competitions and coaching clinics of each State and Territory including all members, regional boards, players, officials, volunteers, trainers, umpires, referees, coaches, directors, officers, committees, sub-committees and work experience students including subsidiary or controlled companies now or previously existing or hereafter formed or acquired.

Who is the Insurer?

Calliden Group Limited via Sports Underwriting Australia

What is the Period of Insurance?

31st December 2012 at 4pm Local Standard Time to 1st January 2014 at 4pm Local Standard Time.

What is the Scope of Cover?

Whilst participating in sanctioned Netball Australia activities including all:

- Organised club competitions and coaching clinics
- Official events
- Playing, training and trialling
- Official social events and fund raising activities
- Travel to and from the above activities

What Cover Applies?

This policy covers injuries resulting from an accident (not illness). Injury does not include;

- Any consequences of any injury which are ordinarily described as being a disease, including but not limited to any congenital condition, heart condition, stroke or any form of cancer
- An aggravation of a pre-existing Injury;
- Any other pre-existing condition or;
- Any degenerative condition

Where are you Covered?

Worldwide

What are the Age Limits?

Death and Lump Sum Benefits

Event 1

Under 18 years of age	\$20,000
Over 70 years but under 100	\$20,000
Between 18 and 70 years of age	\$100,000

Events 2a & 2b (Paraplegia / Quadriplegia)

Under 18 years	\$175,000
Over 70 years but under 100	\$35,000
Between 18 and 70 years of age	\$175,000

Non Medicare Medical Expenses

Insured Persons 2-100 years old

Weekly Accident Benefits

Insured Persons 2-65 years old

What are the Policy Benefits?

There are 13 main benefits under the Personal Accident policy as follows:-

1 Death and Permanent Injuries

1a. Death and Permanent total disablement (members 18-70 years of age)	\$100,000
1b. Death (members under 18 years of age and over 70 years of age)	\$20,000
2a. Paraplegia or Quadriplegia (2 to 70 years old)	\$175,000
2b. Paraplegia or Quadriplegia (71 to 100 years old)	\$35,000
3. Permanent loss of use of two limbs	\$100,000
4. Permanent loss of use of one limb	\$60,000
5. Permanent total loss of sight	\$100,000
6. Permanent total loss of sight in a remaining eye	\$100,000
7. Permanent total loss of sight or the lens in one eye	\$50,000
8. Permanent total loss of hearing	\$75,000
9. Permanent total loss of hearing in one ear	\$25,000
10. Permanent total loss of : — Liver	\$75,000
— Two kidneys	\$75,000
— One kidney	\$35,000
— Sexual function	\$45,000
— Two testicles	\$40,000
— One testicle	\$7,500
— Spleen	\$30,000
17. Permanent disfigurement to 100% of the surface of the head and neck	\$50,000
18. Permanent disfigurement to 100% of the surface of the remainder of the body	\$25,000
19. Permanent total loss of use of a thumb and all fingers on one hand	\$50,000
20. Permanent total loss of use of all the fingers on one hand	\$40,000
21. Permanent total loss of use of a thumb	\$30,000
22. Permanent total loss of use of one joint of a thumb	\$15,000
23. Permanent total loss of use of a finger	\$10,000
24. Permanent total loss of use of two joints of a finger	\$7,500
25. Permanent total loss of use of one joint of a finger	\$5,000
26. Permanent total loss of use of a foot	\$1,500
27. Permanent total loss of use of a big toe	\$5,000
28. Permanent total loss of use of one joint of a big toe	\$3,000
29. Permanent total loss of use of each other toe	\$3,000
30. Broken leg or kneecap that will not join	\$10,000
31. Shortening of a leg by at least 5 centimetres	\$7,500
32. Any Permanent Disability or Disfigurement that is not total or is not listed under Events 8 to 31 above will be paid for in proportion to the degree of Permanent Disability as compared with the cases as listed above without taking into account the Occupation of the Insured Person.	

Note: Capital Benefits payment for members over 70 -limited to 20% of the applicable benefit above.

2 Non-Medicare Medical Expenses

This covers insured persons for NON-MEDICARE MEDICAL Expenses. The policy is for reimbursement only. That is, the member must pay the account and then claim reimbursement under this insurance cover. NOTE: Only NON-MEDICARE items are claimable (i.e The "Medicare gap" is not claimable due to government legislation).

The most common "Non Medicare" expenses include:-

- Private Hospital
- Ambulance
- Physiotherapy
- Dental
- Chiropractic
- Osteopathy

Medical expenses that are covered by Medicare (i.e. not covered by this sports injury policy) include:-

- Doctors Fees
- Anesthetists Fees
- Surgeons
- X-rays

Benefit

Reimbursement up to 80% of Non Medicare medical costs, up to \$2,500 per injury. (\$5,000 for officials and voluntary workers)

Excess

\$75 excess applies to each injury. There is a \$25 excess if private health insurance claimed in full first. Nil excess for Officials and Voluntary Workers.

Conditions

- ▶ If a member belongs to a private health fund, they must claim from that fund first.
- ▶ Non Medicare Medical costs are only reimbursed by this policy if incurred within 52 weeks from the date of injury.

3 Loss of Income

This benefit provides cover for insured persons who are disabled from an injury relating to events covered and are unable to work.

Benefit

100% of net weekly income up to a maximum of \$250 per week (\$300 per week for Netball WA members, \$700 per week for officials and voluntary workers, \$1,923 per week for Australian Open Squad Members, Australia 21 & under Squad Members and ANZ Championship members).

Excess

The first 14 days income from the date of injury is excluded.

Benefit Period

104 weeks from the date of injury.

Note: For a claim to be considered, the insured person must be in permanent employment at the time of the injury. Full Time employment means being engaged in permanent work in the Insured Person's occupation, for a minimum of 10 hours per week over the 8 week period immediately prior to the injury.

4 Parents Inconvenience Benefit

Pays up to \$25 per day of costs to a maximum of \$1,500, whilst the child is hospitalised to off set costs incurred for baby-sitting, taxi fares etc. This benefit is only available for full time students under 25 years of age.

5 Funeral Benefit

If a Death Benefit has been paid under capital benefits, an amount of \$10,000 is available for reimbursement of funeral expenses.

6 Unexpired Membership Reimbursement Benefit

The insurer will reimburse a member for a pro rata refund of the insured's club's or association's membership/registration fee from the date of bodily injury should the member be deemed by their legally qualified medical practitioner to be unable to participate in the playing of sport for the remainder of the season and this is as a result of an injury covered by this policy

Benefit

Up to a maximum of \$500

7 Kidnapping Benefit

Payment will be made if an Insured is kidnapped while;

- 1) Taking part in a competition, game or performance; or;
- 2) Attending a social function or training session; or
- 3) Travelling to and from a competition, game, performance, social function, training session or administrative activity; or
- 4) Engaging in administrative activities; or
- 5) Staying away from their usual place of residence overnight in order to take part in a competition, game, performance, social function, training session or administrative activities;

Benefit

Up to a maximum of \$5,000

8 In Memoriam Benefit

The insurer will reimburse the insured for all reasonable costs associated with observance of the death of a member. The death must;

- 1) Be covered under the Death and Lump Sum Benefits of the policy
- 2) Take place within 365 days of the Accident that caused it occurring

Benefit

Up to a maximum of \$1,000

9 Bed Care Benefit

If an insured is necessarily confined to a bed after an injury and their confinement is certified as necessary by their attending medical practitioner and they require the continuous care of a registered nurse, who is not related to the insured person's family, the insurer will pay the costs incurred for the registered nurse.

Benefit

Up to a maximum of \$400 per week

Excess

7 days

Benefit Period

52 weeks

10 Domestic Home Help

If an insured person that does not earn an income suffers an injury, the insurer will pay the actual costs of domestic home help that is provided by a recognised agency. The insurer will not pay until the Insured Person has seen a registered medical doctor about the Injury and only pay for the home help that the Insured Person reasonably needs and incurs to continue to live in their home.

Benefit

Up to a maximum of \$400 per week

Excess

14 days

Benefit Period

52 weeks

11 Student Help (For Full Time Students)

The insurer will pay for student help expenses incurred if an Injury covered by the Policy prevents an Insured Person from going to their usual school, college or other place of learning. The insurer will not pay until the Insured Person has seen a registered medical doctor about the disability or injury and only pay for help that the Insured Person reasonably needs for their education.

Benefit

Up to a maximum of \$400 per week

Excess

14 days

Benefit Period

52 weeks

Note: The insurer will pay Benefits under only one of the following:-Loss of Income, Student Help, Home Help or Bed Care Benefit.

12 Modification Expenses

If an Insured Person is entitled to 100% of the Capital Benefit; the insurer will pay an additional \$10,000 for costs necessarily incurred to modify the Insured Person's home and/or motor vehicle, or relocating to a suitable home provided that the modifications and/or relocation are prescribed by a legally qualified medical practitioner.

13 Rehabilitation Benefit

The insurer will reimburse a Member up to \$500 for rehabilitation expenses certified as necessary by their legally qualified medical practitioner and agreed to in writing by the insurer and incurred as a result of an Injury covered by this policy. Rehabilitation expenses includes but is not limited to gymnasium fees or personal physical trainer fees.

Note: If additional cover is required by your Association or Club to this standard cover, please contact V-Insurance Group for a quotation.

Important Notes

- ▶ Cover does not apply for any event caused as a result of any injury, medical condition, infirmity or weakness known to the insured person or which would have been known to a reasonable person in the circumstances to have existed prior to the commencement of this policy.
- ▶ Cover under this section is limited. We strongly recommend that insured persons consider taking out private health insurance.
- ▶ Make sure your insured persons understand there could be a shortfall (“gap”) in the rebate they received from Medicare. Due to government legislation, this “gap” cannot be insured. Each club should decide who is responsible for this gap, i.e. The club or the participant. Make sure all insured persons are made aware prior to an injury occurring.
- ▶ Medical expenses will only be reimbursed by this policy if they are incurred within 52 weeks from the date of injury.

What Are Some Of The Major Exclusions On The Policy?

No compensation is payable under this Policy for any Insured Event resulting from Injury or Sickness:

- 1) which is deliberately self-inflicted or caused by You, including suicide or attempted suicide whether sane, insane or under any mental distress;
- 2) which results from You engaging in air travel except as a passenger in any properly licensed aircraft;
- 3) which is attributable wholly or partly to childbirth or pregnancy or the complications of these;
- 4) which is a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
- 5) which results from You being under the influence of alcohol or an illegal drug or there is more alcohol or drugs in Your blood than the law permits;
- 6) which results from any Pre-Existing Condition.

Public & Products Liability Insurance

Who is Insured Under this Policy?

All Australian Netball Association t/as Netball Australia, Northern Territory Netball Association Ltd (NT Netball), Queensland Netball Association Inc (Netball Queensland), South Australian Netball Association Inc (Netball SA), Tasmanian Netball Association (Netball Tasmania), Victorian Netball Association Inc (Netball Victoria), WA Netball Inc (WA Netball), ACT Netball Association Inc (Netball ACT), New South Wales Netball Association Limited (Netball NSW), the ANZ Championship Competition and competing teams and all Affiliations and Associations participating within organised club competitions and coaching clinics of each State and Territory including all members, regional boards, players, officials, volunteers, trainers, umpires, referees, coaches, directors, officers, committees, sub-committees and work experience students including subsidiary or controlled companies now or previously existing or hereafter formed or acquired.

Who is the Insurer?

Calliden Group Limited via Sports Underwriting Australia

What is the Period of Insurance?

31st December 2012 at 4pm Local Standard Time to 1st January 2014 at 4pm Local Standard Time.
Note: If additional cover is required by your Association or Club to this standard cover, please contact V-Insurance Group for a quotation.

What is the Scope of Cover?

This policy provides protection for insured entities and persons that are held liable for a negligent act that results in property damage or bodily injury anywhere in the world excluding USA & Canada.

What are the Insured Activities?

Administration, promotion, organisation and participation in netball activities including sanctioned training sessions and training camps, sanctioned coaching, the rendering of first aid, provision of food and drink, publication of newsletters, sale of merchandise, property owners or property occupiers liability, social activities including awards presentations, fund raising, BBQs and other social gatherings.

Please note that some fund raising and extreme training techniques may not be covered by the definition of "Activities Covered" in this policy e.g. bungee jumping, car rallies, bull riding rodeos, jumping castles etc. Please phone V-Insurance Group on 1300 945 547 if you are unsure as to whether you require insurance cover for any other activities.

Where are you Covered?

Anywhere in the world, except the United States of America and Canada.

What are the Limits of Liability?

Public Liability

\$20,000,000 in respect of any one occurrence arising out of the one event during the period of insurance.

Products Liability

\$20,000,000 in respect of any one occurrence during the period of insurance.

Property in Physical or Legal Control of Insured \$500,000 in respect of any one occurrence during the period of insurance.

What is the Excess?

\$5,000 each and every claim. Note: The payment of the \$5,000 excess is the responsibility of the defending party and will not be paid by Netball Australia or its affiliated bodies unless otherwise agreed.

What are the Policy Extensions?

Products Liability

Protecting your Legal Liability arising from the supply of food and drink, sports wear and trophies and the like.

Care, Custody And Control

Cover for property not owned by the insured but in their care, custody and control. This could include any legal liability arising from loss or damage to property such as visitors/members/employees clothing, borrowed equipment etc.

Member To Member/Cross Liabilities

Members are covered in respect of claims made against them by any other insured person whilst participating in an event or scheduled training activities.

Medical Aid/First Aid

Relating to liability arising from the rendering of first aid or medical treatment by an insured person. This extension excludes such first aid or medical advice rendered by a professionally qualified medical or paramedical person.

Tenants Liability

Public Liability relating to premises leased or rented by the insured.

Property Owners Liability

Public Liability relating to owned premises of the insured.

Car Parks

Covers legal liability arising from the operating of a car park, used in connection with and by the Insured.

Sporting Participation

The policy provides coverage for liability resulting from sporting participation.

Molestation Defence Costs

Provides cover for Defence Costs arising from any Claim alleging Sexual Misconduct against any director, executive officer, committee member, office holder, employee of yours up to a limit of \$250,000 for all claims during the Period of Insurance subject to a deductible of \$5,000 each & every claim, provided that:

- a) the Claim is first made against the insured and notified to the insurer during the Period of Insurance; and
- b) the Claim arises from Sexual Misconduct committed or allegedly committed by any director, executive officer, committee member, office holder or employee of yours, but only while acting within the scope of their duties in that capacity for you or on your behalf;
- c) the director, executive officer, committee member, office holder or employee against whom the allegation of Sexual Misconduct has been made was the subject of all of the Netball Australia Child Protection Procedures and the insured is able to provide written proof of this;
- d) such indemnity is subject to our written consent prior to the insured incurring the Defence Costs

What Are Some Of The Major Exclusions On The Policy?

The following exclusions could affect You:

- 1) Liability assumed under any contract or agreement;
- 2) Liability for losses of any nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism;
- 3) Deliberate and/or malicious acts;
- 4) Libel and slander;
- 5) Asbestos;
- 6) Any compulsory liability insurance (e.g. Workers Compensation; Compulsory Third Party-CTP).

LEASE AGREEMENTS

Be careful when signing lease and hire agreements. Often these legal documents include clauses that mean the hirer is liable for any negligence for the leased/hired property. The Liability insurance for Netball Australia does not automatically cover liability for third parties. We recommend you contact V-Insurance before signing any lease/hire agreements to ensure you understand if there is uninsured components that may expose your association/club.

Professional Indemnity Insurance

Who is Insured Under this Policy?

All Australian Netball Association t/as Netball Australia, Northern Territory Netball Association Ltd (NT Netball), Queensland Netball Association Inc (Netball Queensland), South Australian Netball Association Inc (Netball SA), Tasmanian Netball Association (Netball Tasmania), Victorian Netball Association Inc (Netball Victoria), WA Netball Inc (WA Netball), ACT Netball Association Inc (Netball ACT), New South Wales Netball Association Limited (Netball NSW), the ANZ Championship Competition and competing teams and all Affiliations and Associations participating within organised club competitions and coaching clinics of each State and Territory including all members, regional boards, players, officials, volunteers, trainers, umpires, referees, coaches, directors, officers, committees, sub-committees and work experience students including subsidiary or controlled companies now or previously existing or here after formed or acquired.

Who is the Insurer?

Calliden Group Limited via Sports Underwriting Australia

What is the Period of Insurance?

31st December 2012 at 4pm Local Standard Time to 1st January 2014 at 4pm Local Standard Time.

What is the Scope of Cover?

This policy provides indemnity to a coach or official if they are held liable for an error or incorrect advice which results in injury or property damage to a third party.

Where are you Covered?

Anywhere in the world, except the United States of America and Canada,

What are the Limits of Liability?

\$10,000,000 any one period of insurance

What is the Excess?

\$5,000 each and every claim. Note: The payment of the \$5,000 excess is the responsibility of the defending party and will not be paid by Netball Australia or its affiliated bodies unless otherwise agreed.

What Are Some Of The Major Exclusions On The Policy?

The Insurer shall not indemnify the Insured in respect of any claim against the Insured:

- 1) as a result of the insolvency, bankruptcy or liquidation of the Insured;
- 2) for provision of finance or advice in relation to financial matters;
- 3) brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the Insured (and/or any Insurer or entity which has a beneficial interest in the Insured) or their predecessors in business;
- 4) in respect of any claim made against the Insured which relates to any duty or obligation assumed by the Insured which is not assumed in the normal conduct of the Insured's business.

Please refer to the policy document for details of policy conditions and exclusions.

Association Liability Insurance

Who is Insured Under this Policy?

Directors and Officers of Netball Australia and all affiliated State Associations and Territories, including all affiliated clubs and associations and any appointed sub committees, subsidiary and/or related Corporations

Who is the Insurer?

Lloyd's Underwriters via DUAL Australia

What is the Period of Insurance?

31st December 2012 at 4pm Local Standard Time to 31st December 2013 at 4pm Local Standard Time.

What is the Limit of Indemnity?

\$ 10,000,000 any one claim, \$10,000,000 in aggregate during the period of insurance

What is the Excess?

Directors and Officers	Excess Nil
Professional Indemnity	Excess \$5,000
Association Reimbursement	Excess \$5,000
Association Liability	Excess \$5,000
Employment Practices	Excess \$5,000
Trustee	Excess \$5,000
Crime	Excess \$5,000
Taxation Investigation	Excess \$1,000

What is the Scope of Cover?

Association Liability is essentially made up by 5 covers:

1) Directors & Officers Liability

Directors and Officers insurance is intended to provide cover for honest mistakes made by directors, secretaries and other officers concerned in the management of the affairs for the organisation. Indemnity is provided for loss as a result of a claim arising out of an insured director's "wrongful act". Cover is for damages and legal costs incurred in defending an action brought against an insured director or officer. In addition, coverage is provided for legal costs incurred in the successful defence of criminal proceedings. The definition of "wrongful act" includes any error, misstatement or misleading statement, act or omission or neglect or breach of duty of an insured director or officer in the conduct of his or her duties - in short, everything an insured individual does or fails to do.

2) Professional Liability

Liability arising from the breach of professional duty whether such duty is owed in contract or otherwise in respect of the Insured's legal liability arising from negligent acts, errors or omissions whenever or wherever committed or alleged to have been committed in connection with your organisation.

3) Employment Practices Liability

Employment Practices Liability insurance means any of the following practices directed against any employees, contract worker, temporary workers or any applicant for employment by the named insured: -

- ▶ Wrongful refusal to employ an applicant for employment
- ▶ Wrongful failure to promote an employee
- ▶ Wrongful demotion, negligent evaluation, negligent reassignment or disciplinary action.
- ▶ Unlawful discrimination which may include discrimination
- ▶ Sexual Harassment

4) Crime

(sub limited to \$500,000)

Provides cover against any loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes belonging to the insured or for which the insured is legally liable, where such loss is sustained in consequence of any dishonest or fraudulent act or omission of any insured.

5) Statutory Liability (sub limited to \$250,000)

Provides cover for any fine or pecuniary penalty pursuant to any Statute which an Insured is legally liable to pay resulting from a Claim made against the Insured.

Statutory Liability shall not include:

- (i) any amounts representing damages or compensation;
- (ii) any compliance, remedial, reparation or restitution costs;
- (iii) any amount which the Insurer is prohibited from paying by law.

Where Does Cover Apply?

The indemnity provided under this policy shall extend to a wrongful act occurring anywhere in the world but shall not include any claim made in, or determined pursuant to the law of the USA or Canada.

What Are Some of the Major Exclusions on the Policy?

The following exclusions could affect You:

General

- ▶ Actual or alleged facts which were known to the Association or any Insured person prior to the commencement of the insurance period and which the Association or the insured person knew or ought reasonably to have known might give rise to a claim.
- ▶ Fraudulent, Dishonest and Wilful Conduct

Directors & Officers Liability

- ▶ Any claim relating to Bodily Injury
- ▶ Any claim arising from trading insolvently, bankruptcy, receivership or administration.

Professional Liability

- ▶ Any claim relating to Bodily Injury

Employment Practices Liability

- ▶ Any claim relating to breach of contract

Crime

- ▶ Direct Financial Loss first discovered prior to the commencement of the Insurance Period;
- ▶ Direct Financial Loss arising out of or in any way connected with the accessing, use or dissemination of any confidential information
- ▶ Direct Financial Loss arising from, attributable to or in any way relating to:
 - (i) the issuing of cheques exceeding \$5,000 that are not countersigned;
 - (ii) any bank transfers that are not properly authorised; or
 - (iii) Employees responsible for cheque orders that also have cheque signing authority.

Business (Property) Insurance

Who Is Insured Under This Policy?

Netball Australia and all affiliated State Associations and Territories, except Netball NSW, all affiliated clubs and associations. Note: NSW Netball has a separate policy in place with CGU Insurance.

Who Is The Insurer?

Lloyds of London via Altiora Insurance

What Is The Period Of Insurance?

31st December 2012 at 4pm Local Standard Time to 31st December 2013 at 4pm Local Standard Time.

What Is The Scope Of Cover?

Loss or damage as a result of fire, water, impact by vehicles, animals, aircraft, aerial devices (includes articles dropped from an aircraft), riots, strikes, malicious damage, earthquake, accidental damage, burglary, theft (excluding theft from areas to which the general public has access) and collision/overturning of conveying vehicle.

What Property is Covered?

All property belonging to the Association of every description up to an amount of \$20,000 (Limit any one Association with option to increase cover). This includes sporting equipment, outbuildings, sheds, contents, electronic equipment and stock.

What Is The Excess?

- ▶ Glass \$500
- ▶ Directors and Employees personal property \$500
- ▶ Burglary/Theft and Attempted Burglary/Theft \$1,000
- ▶ Malicious Damage \$2,000
- ▶ Named Cyclone \$5,000
- ▶ All other losses \$1,000

Note: The payment of the Association Property and Equipment excess is the responsibility of the Association that sustained the loss and will not be paid by Netball Australia unless otherwise agreed.

Where Are You Covered?

Anywhere in Australia (including Netball goods being stored at members domestic dwellings).

What Are Some Of The Major Exclusions On The Policy?

The following exclusions could affect You:

- 1) War and terrorism
- 2) Demolition of damaged property
- 3) Seepage, creeping, heaving and vibration
- 4) Normal settling, shrinkage or expansion in buildings or foundations, walls, pavements, roads and other structural improvements
- 5) Flood
- 6) Erosion, subsidence, earth movement or collapse
- 7) Subsidence caused by seismological disturbance

Does Your Club/Association Have Property With a Value Greater Than \$20,000?

This insurance policy covers any and all property owned by a netball club/association.

If your club/Association's property is greater than \$20,000, V-Insurance can increase your sum insured. (Please note an additional premium may apply).

Claims

Detailed claims procedures are set out in the next pages of this Handbook. In the general reporting and actioning of claims, there are four core rules which all personnel involved with insurance claims should be aware of:

1) Prompt Notice

Promptly notify V-Insurance Group (or Insurers where appropriate) of all claims or circumstances which may result in a claim.

2) Liability

Under no circumstances must liability be admitted.

3) Writs

All writs, summonses or demands in relation to claims should be sent to V-Insurance Group without delay.

4) Police

When a criminal act has occurred or is suspected (e.g. theft, malicious damage, arson), notify the nearest police station as soon as possible.

General Claims Procedures

To complement the careful planning in establishing your Insurance Programme, it is obviously necessary that in the event of an incident which will or may give rise to a claim, a procedure must be adopted for the proper and expeditious conduct of the claim. By carefully following this procedure, the impact on your business operations will be minimised.

There are number of steps which must be taken immediately:

- 1) Report the incident to your Association Office or Netball Australia and V-Insurance Group by telephone, facsimile or email, wherever practicable, within 24 hours of the incident.
- 2) Regardless of whether or not the claim has been reported or a loss assessor appointed, you must immediately do whatever is necessary to prevent further loss of life or property damage. For example:
 - ▶ Call the fire brigade, ambulance, police or other appropriate emergency service.
 - ▶ If during business hours, ensure the evacuation, if necessary, of staff and neighbours.
 - ▶ If critical machinery fails, commence investigations to locate replacement plant or services.
 - ▶ Have a security company install boarding over smashed windows and, if appropriate, employ an overnight security watchman.
 - ▶ Remove property which is exposed to further loss or damage to a more secure place if possible.
 - ▶ Providing no danger to life or limb is involved, ensure the safe removal and storage of vital business records.

- 3) Complete all claims documentation as soon as practicable (ensuring your ABN No. and Input Tax Credit entitlement are included) and forward to V-Insurance Group with any supporting documents.
- 4) Whatever the circumstances of the incident, DO NOT ADMIT LIABILITY EVEN IF YOU THINK YOU ARE AT FAULT. Your Insurer is entitled to deny a claim or pay a reduced amount if statements made by you or your employees prejudice the Insurer's position.

It is impossible to give guidelines for procedures to follow in every claim, simply because of the nature of accidents -

- ▶ they cannot be predicted
- ▶ they do not follow set patterns

However, the following general procedures for various major classes of insurance can be relied upon to cover most circumstances. For any other claim involving other classes of insurance, contact V-Insurance Group without delay.

Public Liability/Professional Indemnity Claims Procedures

Under No Circumstances Must Liability Be
Admitted Either Verbally or in Writing

Upon the happening of any incident likely to give rise to a
claim, the following procedure should be implemented:

- 1) All reasonable steps should be taken following
an occurrence to protect the person or
property from any further injury.
- 2) Obtain all details you can -
 - ▶ Of the incident;
 - ▶ Of the Third Party;
 - ▶ Of the witnesses.
- 3) In all cases, contact V-Insurance Group immediately
for advice on how to handle the matter.
- 4) Do not give any interview or make any statement
to a loss adjuster or other person investigating any
accident of damage UNLESS such person is acting
on behalf of your Insurer or your own organisation.
- 5) No correspondence should be entered into with a third
party except acknowledgment of receipt of the claim. The
acknowledgment letter should read as follows: "Without
Prejudice" We acknowledge receipt of your correspondence
concerning the incident at. This is receiving our attention.
- 6) Forward all letters of demand, writs / summonses to
V-Insurance Group immediately you receive them.

Personal Accident Claims Procedure

The following should occur in the event of any incident likely to give rise to a claim:

The club official should complete an incident report form. A personal accident insurance claim form can be obtained from www.willis.com.au/netballaustralia or by contacting V-Insurance Group on (02) 8599 8660 or 1300 945 547 and a staff member will send a claim form to the claimant for completion.

Only one claim form (per injury) is required. A claim form should be completed and submitted as soon as the claimant becomes aware that they will be making a claim. The claimant does not have to wait until after the claimant has completed treatment for their injury to lodge their claim form.

Step by step instructions on how to make a claim are outlined on the personal accident insurance claim form.

Association Liability Claims Procedure

Any circumstance giving rise to an Association liability claim is to be notified to V-Insurance Group as soon as possible.

Business (Property) Claims Procedure

Notification

Immediately advise V-Insurance Group of any incident/loss where loss/damage will exceed the policy excess.

Acknowledgment

V-Insurance Group will respond with a claim form for completion with advice as to:

- ▶ the insurer's assessing requirement
- ▶ repair/replacement procedure

Security

- ▶ You should secure all property to prevent further loss or damage

Records

To ensure a thorough claim presentation you must always keep detailed accurate records of:

- ▶ items lost/stolen/damaged
- ▶ action taken
- ▶ items removed
- ▶ expert's reports
- ▶ costs incurred

Assessor

If an assessor is involved, he will advise you as to future action and report to insurers with your final claim and, where applicable, assist the approval of progress payments.

Third Party Recoveries

You are obliged to assist the insurer with any subrogation action. If your claim is below the policy deductible V-Insurance Group are available to assist with recovery from negligent third parties.

Criminal Acts

Any claim you know or suspect involves a criminal act must be reported to the police.

Frequently Asked Questions

Please find below a list of common insurance enquiries. The questions have been sorted under the following 3 headings:-

1. **General**
2. **Public and Products Liability / Professional Liability**
3. **Personal Accident**

If your enquiry is not listed below, please contact V-Insurance Group on 02 8599 8660 or local call cost only 1300 945 547.

1. General

What is the Period of Insurance for the Insurance Scheme?

31st December 2012 at 4pm Local Standard Time to 1st January 2014 at 4pm Local Standard Time.

How do I get this insurance cover?

Coverage is provided automatically as part of your Netball Australia, State Association and/or Club membership. For membership enquires please contact your Association or local club. Alternatively, you are covered if you are a coach performing sanctioned Association or club coaching activities or involved in activities sanctioned by Netball Australia and/or your State Association, or volunteer for Netball Australia and/or your State Association.

What measures can Associations & Clubs take in order to minimise risks and reduce potential claims?

- a) Ensure that all participants (players and coaches) are registered members of their State Association prior to commencing netball activities.
- b) Actively encourage registered coaches to undertake accreditation courses.
- c) Keep an injury register/record of all injuries sustained in any netball related activity.
- d) Ensure that you are incorporated (and maintain your incorporated status) and your bylaws are current and up to date (including the provision of appropriate Discipline and Grievance clauses and Procedures).

What do I do if I have a complaint about the Insurance Scheme?

Please address any complaints regarding the Netball Australia Risk Protection Program to V-Insurance Group.

Who is V-Insurance Group?

V-Insurance is a corporate Authorised Representative of Willis Australia Limited and looks after all sports, leisure and recreation insurance for Willis.

V-Insurance is staffed by a team of industry specialists who have many years of experience dealing with and assisting the sports industry.

2. Public and Products Liability Insurance

What is Public and Products Liability insurance?

Public and Products Liability insurance is designed to protect you in the event that you are sued by a third party for injuries caused to them or any damage caused to their property. Public Liability insurance will cover the cost of compensation to the third party, should you be found negligent including any associated defence costs.

What is Products Liability insurance?

Product liability insurance will cover you in the event that any goods that you supply cause injury, illness, loss or damage to a member of the public. This could include food prepared and sold at a fundraising day.

What is Professional Liability insurance?

Professional Liability insurance will cover you in the event that you are sued by a person who claims they were injured as a result of your professional negligence. This insurance mainly provides cover for registered coaches who give advice when a member is training or competing in an event.

What is the excess on the Public and Products Liability and Professional Liability policies?

There is a \$5,000 excess for each and every occurrence for Public and Products Liability Personal Injury, Property Damage and Professional Liability claims.

Who is responsible for paying the excess on Public and Products Liability Property Damage and Professional Liability claims?

The payment of the \$5,000 excess is the responsibility of the defending party and will not be paid by Netball Australia or your State Netball Organisation unless otherwise agreed.

What activities are covered under the Public and Products Liability policy?

Administration, promotion, organisation and participation in netball activities including sanctioned training sessions and training camps, sanctioned coaching, the rendering of first aid, provision of food and drink, publication of newsletters, sale of merchandise, property owners or property occupiers liability, social activities including awards presentations, fundraising, BBQs and other social gatherings.

Please note that some fundraising and extreme training techniques may not be covered by the definition of "Activities Covered" in this policy e.g. bungee jumping, car rallies, bull riding rodeos, jumping castles etc. Please phone V-Insurance Group on (02) 8599 8660 or 1300 945 547.

How can we prove that we have Public Liability Insurance?

To automatically obtain a Public & Products Liability Certificate of Currency for the 2013 policy period (which is often required by your local council to prove your Association or Club has liability insurance in place), please visit the website www.willis.com.au/netballaustralia. Alternatively, please contact V-Insurance Group on (02) 8599 8660 or 1300 945 547.

Is the Association/Club covered for any fundraising events that we may have throughout the season?

Yes, Association and club fundraising activities are automatically covered under the Insurance Scheme. These activities may include but are not restricted to trivia nights, presentation nights, membership drive sausage sizzle at the local shops etc. However, some activities such as the use of jumping castles could be excluded under the policy. Please refer to V-Insurance Group for confirmation that the activity is covered.

Are external contractors covered?

No, external contractors must carry their own public liability insurance, unless they are employees of Netball Australia, State Netball Organisations and it's their Affiliated Bodies or approved registered coaches or officials whilst working for or conducting sanctioned activities of behalf of Netball Australia, State Netball Organisations or it's Affiliated Bodies.

What should an Association/Club do before signing a Hire/Lease/Rental Agreement?

1) Thoroughly read any agreement before signing.
2) Some councils may ask you to sign an agreement which states that they will not be held liable in the event of injury arising as a result of use for training or events. Please note that there is a policy exclusion on your Public Liability policy if you sign an agreement which contains such "Indemnity and Hold Harmless" clauses.

Should you find any Indemnity/Hold Harmless clauses in the agreement, please refer to V-Insurance Group. We will advise you on the correct wording to insert into the lease agreement.

3. Personal Accident

What is Personal Accident (Sports Injury) insurance?

Personal Accident insurance is a policy that covers you in the event that you are injured whilst participating or travelling to or from training or events that are sanctioned by Netball Australia, State Netball Organisations or their affiliated Associations or Clubs. The policy will pay out an income or a lump sum in the event of disability, paraplegia, quadriplegia or death, caused by an accident.

What does the Personal Accident (Sports Injury) insurance cover?

The Personal Accident policy covers items such as death, paraplegia, quadriplegia, non-Medicare medical expenses, loss of income, student tutorial costs, domestic home help costs and parental assistance. You are covered for injuries even if the accident was your fault.

When does the cover apply?

Whilst participating in sanctioned Netball Australia, State Sporting Organisations or their affiliated Associations or Clubs activities including all:-a) Official events b) Playing, training and trialling c) Official social events and fundraising activities d) Travel to and from the above activities

Do I need to have private health insurance if I am covered by the Personal Accident section of this program?

This is a personal decision. However, it must be remembered that the Personal Accident cover has limited benefits to keep the cost as low as possible.

What constitutes organised training?

Organised training is training that is approved by either Netball Australia, State Sporting Organisation, your Association or club.

What do I do if I am involved in an accident?

Advise your club official who will arrange for an incident report form to be completed. To submit a claim, complete a Personal Accident claim form and forward to your association or club. You can obtain a claim form by visiting: www.willis.com.au/netballaustralia

If you have any questions or require assistance, please phone V-Insurance Group on (02) 8599 8660 or 1300 945 547.

When should I send in a Personal Accident claim form?

A claim form should be completed, signed by your Club or Association and submitted to Claims Services Australia as soon as you become aware that you will be making a claim. You do not have to wait until after you have completed treatment for your injury. Please note that any treatment rendered necessary by injury must be completed within 12 calendar months from the date of such injury occurring for expenses to be covered.

Is the Medicare Gap claimable under the Personal Accident Policy?

No, the Health Insurance Act (Cth) 1973 does not permit the Insurer to contribute to any charges covered by Medicare (including the Medicare Gap). This means that any charges for treatment from a Doctor, Surgeon, Anesthetist or Surgeon's Assistant are not covered. It also means charges for X-Ray, some MRI Scans (if Medicare registered) and Public Hospitals are not covered. In addition, there will be no refund in respect of:

- a) any expenses recoverable by You from any other insurance program or plan providing medical or similar coverage or from any other source except for the excess of the amount recoverable from such other policies/plans.
- b) any expense to which the National Health Act (Cth) 1953 or any of the regulations made there under apply.

What is the maximum benefit period for Loss of Income and Non Medicare Medical Claims?

104 weeks for Loss of Income claims and 52 weeks for Non Medicare Medical Claims.

What is the Excess / Elimination Period under the Personal Accident Policy?

There is a \$25 excess in respect to making a claim for non-Medicare medical treatment. (There is anil excess if a member belongs to a private health fund.) This amount will be deducted from any reimbursements that you are entitled to. If you are making a loss of income claim you are subject to a 14 day elimination period which also takes into account any accrued sick leave or other entitlements. This means that any loss of income during this period is not claimable.

Is the cost of Ambulance Transport covered under the Program?

Yes, Ambulance transport is a non-Medicare medical expense and as such covered under the Personal Accident section of the Program (up to the limits that you are entitled to).

Can I claim on my Private Health Insurance as well as the Insurance Scheme for personal injury claims?

You must initially claim on your Private Health Insurance and then claim on the Insurance Scheme for any non-Medicare medical costs that exceed the limits of your Private Health Insurance.

Do any conditions apply for loss of income if I am employed on a part time or casual basis?

Yes. For a claim to be considered, the insured person must be in permanent employment at the time of the injury. Full Time employment means being engaged in permanent work in the Insured Person's occupation, for a minimum of 10 hours per week over the 8 week period immediately prior to the injury. The weekly accident benefit is 100% of your net weekly income up to a maximum of \$250 per week (\$300 per week for Netball WA members, \$700 per week for Officials and voluntary workers), whichever is the lesser. Please note that your employer needs to complete the loss of income section of the claim form.

Can I make more than one claim during the year?

Yes, you can make more than one claim during the year. It is important however, that you obtain a clearance from your treating physician prior to returning to netball activities.

Example of a Medical Claim Payment

Susan is a 14 year student who has injured her leg whilst competing in a sanctioned Netball affiliated club game. She has been advised by her local doctor that she requires an operation to repair tendons and then will be receiving rehabilitation after the surgery. Susan is not covered by private health insurance.

Paying The Claim

The following summarises how an insurance claim is calculated.

Medical Expenses

(Government legislation does not allow General insurers to cover any costs subject to a Medicare rebate)

Private practitioner visit (i.e. Doctor)	Covered by Medicare *
Surgeon	Covered by Medicare *
X-Ray/MRI	Covered by Medicare *
Anaesthetist	Covered by Medicare *
Theatre costs	Covered by Medicare *
Private Hospital accommodation	3 days @\$500 \$1,500
9 Physiotherapy visits @ \$50 per visit	\$450
Sub Total	\$1,950.00
Benefit Selected 80%	\$1,560.00
Less \$75 excess	\$1,485.00
Total Claim Payment	\$1,485.00

* In most cases Medicare does not cover 100% of the medical providers costs. The difference is known as the "Medicare Gap" and is not covered by the Netball Australia Personal Accident program due to government legislation.

Important Notices

Please read these notices carefully. If there is anything in them that you do not understand or if you would like any further information, please contact us.

General

Many areas of insurance are complex and some implications may not be evident to you. Your Client Servicer will keep you informed, but if at any time you are unsure of any aspect of your insurances, please contact V-Insurance Group to discuss the matter.

Utmost Good Faith

A contract of insurance is a contract of the utmost good faith. This means that you and the Insurer must act towards each other, in respect of any matter arising under or in relation to the contract, with the utmost good faith. For example:

- ▶ you must act with the utmost good faith when submitting any claim to the Insurer
- ▶ if you fail to act towards the Insurer with the utmost good faith, it may prejudice the claim; and
- ▶ the Insurer must act with the utmost good faith when handling the claim.

Your Duty of Disclosure

You and everyone who is insured under your policy must comply with the duty of disclosure. Make sure you explain the duty to any other insureds you apply on behalf of.

The duty requires you to tell the Insurer certain matters which will help it decide whether to insure you and, if so, on what terms. The duty applies when you first apply for your policy and on any renewal, variation, extension or replacement of the policy. i.e. This is an ongoing responsibility throughout the duration of the policy.

The type of duty that applies can vary according to the type of policy. If we act on your behalf, to assist us in protecting your interests, it is important that you tell us every matter that you know or a reasonable person in the circumstances could be expected to know, is relevant to the Insurer's decision whether to insure you and, if so, on what terms. We will then assist you in determining what needs to be disclosed to the Insurer in order to meet your duty.

If we act on behalf of the Insurer, you need to refer to the policy which will set out the duty that applies.

When you answer any questions asked by the Insurer, you must give honest and complete answers and tell the Insurer, in answer to each question, about every matter that is known to you and which a reasonable person in the circumstances could be expected to have told the Insurer in answer to the question.

Examples of matters that should be disclosed are:

- ▶ any claims you have made in recent years for the particular type of insurance;
- ▶ refusal by an Insurer to renew your policy;
- ▶ any unusual feature of the insured risk that may increase the likelihood of a claim.

If you (or anyone who is insured under the policy) do not comply with the duty, the Insurer may cancel the policy or reduce the amount it pays in the event of a claim. If the failure to comply with the duty is fraudulent, the Insurer may treat the policy as if it never existed and pay nothing.

Material Change of Risk

Many policies require you to notify the Insurer in writing of any material change to the insured risk during the period of insurance. The Insurer can then decide whether to cover the new risk. Some examples of material changes are if you:

- ▶ change your profession or occupation;
- ▶ acquire or merge with another business;
- ▶ commence manufacturing plastics, or commence woodworking activity;
- ▶ commence manufacturing a new kind of product;
- ▶ are unable to pay your debts as they fall due and you enter into an arrangement with your creditors.

If you are in any doubt as to whether the Insurer should be told about any particular change to the insured risk, please ask us

Interests of Third Parties

Many policies do not cover the interests of third parties (e.g. co-owners, lessors and mortgagees) whose interest is not noted on the policy. If you require the interest of any third party to be covered, please let us know, so that we can ask the Insurer to note that Party's interest on the policy.

Subcontractors & Consultants

It is advisable to check all insurances held by subcontractors utilised, including Workers Compensation, Public Liability and Professional Indemnity.

Leasing, Hiring and Borrowing Property

When you lease, hire or borrow property, plant or equipment, make sure that the contract clearly identifies who is responsible to insure. This will help avoid arguments after a loss and ensure that any claims are efficiently processed.

Recovery Rights / Hold Harmless / Waiver of Subrogation

Many policies exclude or limit the Insurer's liability if you have entered, or enter, into an agreement that excludes or limits your rights of recovery against third parties whose acts, errors, omissions or other conduct have caused or contributed to your loss or liability. (These are often called "hold harmless" agreements.)

If you have entered, or consider entering, such an agreement, please let us know, so that we can advise you about how the agreement affects, or will affect, your cover.

Average or Co-insurance Clauses (Underinsurance)

Many policies that cover loss of or damage to property contain what is called an "average" or "co-insurance clause" which may reduce the amount of a claim payable under the policy. Briefly stated, an "average" or "co-insurance" clause provides that where the value declared by the insured or sum insured under the policy is less than the full value of the interest insured, the Insurer is only liable to pay a proportion of the loss or damage, i.e. you are treated as if you self-insured part of the risk.

If your policy contains an "average" or "co-insurance" clause, please read it carefully to see how it affects the amount of cover under the policy. Areas that are of concern to our clients are the adequacy or otherwise of:

- ▶ replacement values for Assets
- ▶ values for Consequential Loss of either Gross Profit, Gross Rentals and/or Additional Increased Costs of Working. It is preferable that:
 - ▶ if your policy provides "new for old" cover, the declared value is sufficient to cover the cost of replacing any lost or damaged property with new property;
 - ▶ when reviewing building values, you make allowance for compliance with current building regulations and building cost increases since your last valuation, lead times for council approval, and the like;
 - ▶ when reviewing replacement costs for Plant and Machinery, you make allowance for currency fluctuations that can occur in the cost of imports from some countries. You should also consider technological changes, import duties and current and future inflationary trends.

We recommend that you supply us with a copy of your most recent insurance valuation(s) in respect of both Buildings and Plant and Machinery.

Making Claims

It is important that you notify us of any claim or potential claim or circumstance that may give rise to a claim under your various policies. It is your responsibility to notify these circumstances to us. Failure to adhere to the notification requirements particularly timing, as set out in the policy or other coverage document, may entitle Insurer(s) to deny your claim. In presenting a claim it is your responsibility to disclose all facts which are material to the claim. It is impossible to give guidelines for procedures in every claim, simply because of the nature of accidents; they cannot be predicted; and they do not follow set patterns. However by following the general procedures outlined below, the impact of an incident or loss on your business operations will be minimised.

- 1) Report the incident to V-Insurance Group by telephone, facsimile or email – wherever practical, within 24 hours of the incident.
- 2) Regardless of whether or not the claim has been reported or a loss assessor appointed, you must immediately do whatever is necessary to prevent further loss of life or property damage. For example:
 - ▶ Call the fire brigade, ambulance, police or other appropriate emergency service.
 - ▶ If during business hours, ensure the evacuation, if necessary, of staff and neighbours.
 - ▶ If critical machinery fails, commence investigations to locate replacement plant or services.
 - ▶ Have a security company install boarding over smashed windows and, if appropriate, employ an overnight security watchman.
 - ▶ Remove property which is exposed to further damage to a more secure place if possible.
 - ▶ Providing no danger to life or limb is involved, ensure the safe removal and storage of vital business records.
- 3) Complete all claims documentation and forward to V-Insurance Group or the insurers claims handler as instructed, with any supporting documents without delay.
- 4) Whatever the circumstances of the incident, DO NOT ADMIT LIABILITY EVEN IF YOU THINK YOU ARE AT FAULT. Your Insurer is entitled to deny a claim or pay a reduced amount if statements made by you or your employees prejudice the Insurer's position.

“Claims Made” Policies

Some kinds of liability policies (such as Professional Indemnity, Directors & Officers Liability, Trustees Liability and Commercial Builders Structural Defects) are usually issued on a “claims made” basis.

This means that (subject to the other terms of the policy) the policy only covers claims first made against you during the period of insurance. Under section 40(3) of the Insurance Contracts Act, if your policy is a “claims made” policy, and if you give notice in writing to the Insurer of facts that might give rise to a claim against you as soon as is reasonably practicable after you become aware of those facts but before the period of insurance expires, the policy will cover (subject to the other terms of the policy) any subsequent claim against you that arises from those facts, even if that claim is not made until after the period of insurance has expired. In order to ensure that any entitlement to indemnity under the policy is protected, you must therefore report all incidents that may give rise to a claim against you to the Insurers without delay after such incidents first come to your attention and prior to the expiration of the policy period.

If your policy is a “claims made” policy, and if it has a “retroactive date”, it will not cover any claim that arises from any act, error, omission or conduct that occurred before that retroactive date. Where Placement is with an Unauthorised Foreign Insurer from 1st July 2008, the Federal Government introduced legislation that restricted the use of Unauthorised Foreign Insurers (UFIs) in Australia unless an insured falls under a category of exemption.

The legislation provides that unless an exemption applies, Direct Offshore Foreign Insurers (DOFIs) will be required to become authorised under the Insurance Act and subject to Australia’s prudential regime, or cease operating in the Australian market. Insurance Brokers (and underwriting agencies) are also prohibited from dealing in a general insurance product unless the product is from an insurer regulated by APRA, a Lloyd’s underwriter or is reinsurance.

Policyholders, in consultation with their broker (V-Insurance Group), will be able to ‘self-assess’ their position against the exemptions to determine whether an insurable risk cannot reasonably be placed with an authorised insurer in Australia and will therefore need to be placed offshore. If you have any further questions about the impact of this legislation on your insurance program please contact your Client Servicer.

Statutory Imposts in Overseas Jurisdictions

Your insurance risks may be in more than one international jurisdiction. Where required we will liaise between you and the Insurers to seek to agree the apportionment of the premium between applicable jurisdictions, and the amounts of local statutory charges and/or taxes payable in each jurisdiction in relation to policies insuring those risks.

In providing such services, V-Insurance Group is acting in its capacity as an insurance broker and does not hold itself out to provide advice in relation to the statutory charges and/or tax laws of any applicable jurisdiction. We recommend you seek your own advice in relation to such imposts where you consider it necessary.

We will not be liable to you should the apportionment of premium or amount of local imposts payable under the policies be challenged by any local authority, nor for any penalties or other charges that may be associated therewith. In addition, we will not be liable to you should the Insurers fail, or refuse, to collect and pay such imposts to the relevant authorities.

Financial Services Guide (FSG)

Our FSG contains important information about our relationship with you. A copy of our FSG can be obtained by contacting your Account Manager, or from our website.

Risk Management

As a sports administrator you have a duty to provide a safe environment for your players, members, spectators and anyone else involved in netball activities.

Most importantly, eliminating loss and or damage will ensure netball continues to be a safe, fun and enjoyable activity.

Risk management, in broad terms, simply means “managing risks”. More specifically, Risk Management is a process of systematically identifying risks and controlling or reducing the likelihood and consequences of a risk occurring.

Even the most basic risk management systems allow clubs to establish and provide a safer environment for all players, officials and volunteers to enjoy the sport of netball.

What is a Risk?

A risk is “The chance of something happening that will have an impact upon objectives. It is measured in terms of likelihood and consequences.” AS/NZS 4360.

Risks may impact on a variety of areas within a club, including but not limited to;

- ▶ Financial risks
- ▶ Image and reputation
- ▶ Legal and statutory compliance
- ▶ Safety of players and spectators
- ▶ Safety of property and facilities

What is Risk Management?

Risk management is “The culture, processes and structures that are directed towards the effective management of potential opportunities and adverse effects”. AS/NZS 4360
Practical risk management allows the club to identify, analyse, evaluate and treat risks that may impact on the club’s objectives (including player and spectator safety).

Netball Australia Risk Protection Program

Netball Australia as an organisation has spent a lot of time putting together various risk management documents.

V-Insurance Group is committed to the development of ongoing risk management resources and the delivery of information to assist Netball Australia and affiliated State Associations and clubs to implement practical risk management initiatives.

Your club’s commitment to risk management will assist in keeping risk exposure to a minimum and therefore help to reduce loss, damage and/or injuries.

If claim costs can be reduced or maintained at a reasonable level, future premium costs will also be kept to a minimum.

V-Insurance Group have produced a Match Day Checklist to assist you in Risk Management. The Match Day Checklist is an important tool and should be completed prior to the start of play on each match day. Associations and clubs have a duty of care to ensure the court and surrounds are as safe as possible for participation. The Checklist provides a reliable method of identifying risks and is a significant part of Public Liability Insurance.

Identifying and addressing risks before they occur can decrease exposure to property damage, personal injury or in extreme cases legal action.

The Match Day Checklist is available to download on the Insurance Website:
www.willis.com.au/netballaustralia

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