

The Australian Rugby Union Sports Injury Cover and Liability Insurance 2012

Summary Of Cover Information

IMPORTANT NOTE:

No cover is in place until Insurers have agreed to the cover. Once confirmation has been agreed, you will be notified accordingly.

Who is Covered?

A. Entities:

The Australian Rugby Union and it's members and affiliate members, including member clubs and associations of the various State members and additional entities specifically included

B. Individuals

All players, coaches, trainers, managers, administrators, voluntary workers, selectors, referees, touch judges, ball boys, medical officers, physiotherapists and ambulance officers; and all directors, officers, employees, executive officers, office bearers, members and committees of the entities mentioned above.

Who is not Covered*?

- School teams not playing in ARU Junior competitions
- Golden Oldies
- Social Teams
- Overseas Teams
- Age limitation for the Personal Accident Policy 4-65 years increased to 75 for Administrators
- * Unless Special Event Cover or an agreed alternative is taken out specifically

What are the benefits?

POLICY 1 - Sports Injury

Section A. Death and Permanent Disability

Death \$100,000 or if under 18 years \$10,000 Permanent Quadriplegia or Permanent Paraplegia \$400,000 Permanent Disability (as per table) up to \$300,000

Section B: Weekly Benefits

Weekly Benefits are payable as below whilst you are temporarily totally disabled and wholly and continuously prevented from engaging in any occupation and/or attending school and/or studies.

Income Earners - 80% of gross income (net of business expenses) up to a maximum of \$300 per week for 52 weeks. 28 day excess applies.

Non Income Earners - 80% of authorised domestic help up to a maximum of \$300 per week for 52 weeks.

14 day excess applies.

Full Time Students - 80% of authorised tutorial costs up to a maximum of \$300 per week for 52 weeks.

14 day excess applies.

Parents Inconvenience Expenses - Reimbursement of expenses incurred by parents in visiting an insured full time student aged under 25 years hospitalised through injury up to a maximum of \$100 per day. Maximum benefit is \$2,000 (2 day excess).

Section C: Non Medicare Medical Expenses

The section provides payment of 80% of non-Medicare medical expenses after any reimbursement from your health fund. A \$100 excess applies to each and every claim and the maximum benefit payable is \$3,000. If claiming for ambulance costs only no excess is payable if the claimable amount is greater than \$100.

Non-Medicare medical expenses are those medical expenses that are not subject to any full or partial Medicare rebate.

Examples of expenses that are not claimable under this section include -

- Doctors and specialists fees
- Surgeon and anaesthetists fees
- X-Ray costs
- the Medicare Gap is not covered

Examples of expenses that are generally claimable under this section are -

- Private hospital accommodation fees theatre costs, including drips and pins
- Physiotherapy and chiropractic (must be referred by a doctor)
- Pharmacy
- Ambulance
- Dental (where as a result of an injury the treatment is necessarily incurred to sound or natural teeth excluding dentures)
- · Hire of artificial aids such as crutches

Please note the following in regard to Non Medicare expenses -

- Expenses incurred after 12 months from the date of the injury are not claimable unless the claim has been lodged within the 12 month period and the delay is deemed necessary by you're treating medical practitioner and a medical statement is provided to the Insurer.
- Expenses covered under this section must be certified necessary by a legally qualified medical practitioner.
- Reimbursement must first be sought from any applicable Health Fund provider and/or other insurance scheme or plan.
- Expenses incurred after the injured person resumes playing rugby are not claimable. This
 includes physio, chiropractic etc
- Specific care should be taken with regards to participating players who are not residents of Australia and may not be eligible to claim under Medicare. These players will need to take out Travel Insurance or Private Health Insurance to ensure that adequate levels of cover are maintained.

Section D: Travel and Accommodation Expenses

Reimbursement of Travel and Accommodation Expenses, in regard to -

- the injured person expenses incurred in travelling to hospital or a place of treatment where the travel is in excess of 100 kms
- emergency attendance on the injured person by the injured person's family members which results in the need for overnight accommodation in either a registered hotel or motel.

Limited to 80% of the actual Travel and Accommodation Expenses, with Accommodation Expenses not exceeding \$150 per night. Subject to a maximum of \$1,000 in total.

Section E: Funeral Expenses

This section covers Funeral Expenses following compensation payable under Event 1 Death. Maximum Benefit is \$5,000.

POLICY 2 - Sports Public And Products Liability:

This covers legal liability for Personal Injury or Property Damage arising from an occurrence in connection with the Insured's Sporting Activities.

Definition of Sporting Activities:

A club, association, or other entity playing or administrating Rugby Union and includes all official activities connected with the Sport including club social and fund raising activities.

The policy <u>excludes</u> liabilities arising from the business of a 'Licensed Club'. A "Licensed Club' is defined as a commercial premises with a liquor license used by members and guests, a clubhouse or sports pavilion with a liquor license will not be deemed a Licensed Club for the purpose of this Policy.

Presentation nights, annual balls, dinners, fund raising events are covered if organised by the club for the benefit of the club. Property Owners liability where premises are hired out for non-rugby functions or activities are not covered.

Excludes claims arising from actual participation by a person in Rugby or training for Rugby where the injury or damage is caused or allegedly caused by another participant

Limit of Liability - \$20,000,000. Excess \$1,000 each and every loss.

POLICY 3 - Professional Indemnity

This section provides coverage for the Insured's legal liability for breach of professional duty in sport by reason of an act, error or omission committed by or on behalf of the Insured.

This policy excludes claims arising from a Player against a Player, however, persons coaching, refereeing, officiating or supervising Rugby or training for Rugby are afforded cover under this section for actions taken against them by Players.

It must be noted that the Professional Indemnity policy is a **claims made policy**. This means that the policy indemnifies for claims first made against you and notified to the Insurer during the period of insurance. It is therefore extremely important that notification is given immediately to Gow-Gates Insurance Brokers Pty Limited or the Insurer as soon as you are aware of any circumstance that may lead to a claim.

Limit of Liability - \$10,000,000. Excess \$1,000 each and every loss

Important Note:

This plan is structured on a different basis to conventional insurance. To obtain cost savings and other future advantages, the ARU has arranged for the Sports Injury insurance to incorporate the ARU Funded Deductible. The ARU Funded Deductible is administered by QBE and is a form of self-insurance which has been set up by the ARU to provide fully funded cover for the first \$1.5 million (in aggregate) of sports injury claims. Claims in excess of the first \$1.5 million are covered under insurance policies effected with QBE. The ARU and its members benefit from this arrangement in that any surplus in the Funded Deductible not used to pay claims and claims costs are repaid to the ARU and its members for the benefit of the members. The Levy payable by you allows for your share of the ARU Funded Deductible and the insurance costs. The ARU Funded Deductible will be paid to QBE who will use the fund to pay claims which fall within the Deductible. Claims must be notified to QBE and will be paid from the ARU Funded Deductible on the same terms and conditions as the insurance policy with QBE. The ARU Funded Deductible is not insurance or an insurance contract. It is a self-insurance arrangement. This means that you and the entitled claimants are not entitled to the same protection as an insurance policyholder under the law. However as the Funded Deductible is fully supported by a cash deposit there is no gap in coverage or funding ability. The ARU Funded Deductible is not regulated by the Australian Prudential Regulation Authority (APRA). Should you require any additional information on the ARU Funded Deductible please phone Gow-Gates Insurance Brokers ARU Sports Insurance section on 1800 811 371, information is also maintained at www.gowgatessport.com.au/rugby

NOTE: Above is a summary only of the coverage provided. Please refer to the policy document for full details. In arranging this insurance it must be noted that we are providing advice only of a <u>general nature</u> and have not taken into consideration your or any insured persons particular needs, requirements or circumstances.

I HAVE READ AND UNDERSTAND THE ABOVE INFORMATION AND ALL THE INFORMATION I HAVE DISCLOSED IS TRUE AND CORRECT.