



**Australian Cricket
National Club Risk Protection Programme
PERSONAL INJURY INSURANCE POLICY**

Administered by:

Accident & Health International Underwriting Pty Ltd

On behalf of:

CGU Insurance

INTRODUCTION

The Policy and Schedule are to be read together and any word or expression which has been given a specific meaning shall bear such meaning wherever it shall appear unless otherwise stated. This policy sets out the terms, exclusions, and conditions of insurance provided by Us. We ask that you read the policy and the Schedule carefully so that you are aware of the terms and conditions and, if they are not in accordance with your understanding of the cover arranged, you contact your Insurance Broker immediately to raise any query.

YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your insurance.

The Act imposes a different duty the first time you enter into the policy with us to that which applies when you vary, renew, extend, reinstate or replace your policy. We set these two duties out below.

Your Duty of Disclosure when you enter into this policy with us for the first time:

You will be asked various questions when you first apply for this policy. When you answer these questions, you must:

- give us honest and complete answers,
- tell us everything you know, and
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

Your Duty of Disclosure when you renew, vary, extend, reinstate or replace your policy:

When you renew, vary, extend, reinstate or replace the policy your duty is to tell us before the renewal, variation, extension, reinstatement or replacement is made, every matter known to you which:

- you know, or
- a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to insure you and whether any special conditions need to apply to your policy.

What you do not need to tell us for either duty:

You do not need to tell us about any matter:

- that diminishes our risk,
- that is of common knowledge,
- that we know or should know as an insurer, or
- that we tell you we do not need to know.

Who do the above two duties apply to? Everyone who is insured under the policy must comply with the relevant duty. What happens if you or they do not comply with either duty? If you or they do not comply with the relevant duty, we may cancel the policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

Renewal Procedure

Before this policy expires we will normally offer renewal by sending a renewal invitation advising the amount payable to renew this policy. It is important that you check the information shown before renewing each year to satisfy yourself that the details are correct.

SPORTS INJURY

1. Operative Clause

Accident & Health International Underwriting Pty Ltd (hereinafter called A & H International) gives notice that this contract has been effected under an Authority, given to A & H International by The Company. A & H International has entered into the Contract as an agent of The Company and not an agent of the Insured. A commission is payable by us to A & H International for arranging the insurance.

Subject to the terms, conditions, exclusions and limitations contained in this Policy, this Policy provides cover for Disablement caused by Injury only and Benefits are payable in the circumstances set out in the policy. The particular cover which applies to You and which you selected when You applied for this insurance is referred to in the schedule which forms part of this Policy.

If you are not entirely satisfied with this Policy you may cancel it by returning it to us within twenty-one (21) days of the date of receipt. We will refund your premium and the policy will be treated as though it never existed.

INSURER means CGU Insurance Limited, AFS Licence no. 238291, ABN 27 004 478 371, of 388 George Street, Sydney, New South Wales, 2000, Australia;

A & H INTERNATIONAL means Accident & Health International Underwriting Pty Ltd, AFS Licence No. 238261, ABN 26 053 335 952, of Level 4, 33 York Street, Sydney, New South Wales, 2000, Australia.

THE COMPANY means CGU Insurance, AFS Licence no. 238291, ABN 27 004 478 371, of 388 George Street, Sydney, NSW, 2000, Australia, a company duly incorporated under the laws of Australia and registered in New South Wales, Australia.

WE/OUR/US means CGU Insurance Limited.

YOU/YOUR is the Insured Person named in the Schedule. If the Insured is not the Insured Person, then YOU/YOUR in connection with the payment of premium, the General Conditions and receipt of Benefits means the Insured and in connection with the circumstances in which entitlement to Benefits arise means the Insured Person.

2. Definitions

2.1 **"INJURY"** means:-

(i) a sudden, unexpected, unusual, specific event which occurs at a definable time and place. The benefit must occur within 12 months of sustaining the injury and the injury must occur during the period of insurance. Injury does not include the consequences of any injury which are ordinarily described as a sickness or a disease.

2.2 (i) "TOTAL DISABLEMENT" means when, as a result of Injury You are wholly and continuously prevented from engaging in Your usual occupation (excluding the occupation of Professional Sport) and not engaged in any other occupation, and under the regular care of and acting in accordance with the professional advice of a registered and legally qualified medical practitioner other than Yourself.

(ii) "PARTIAL DISABLEMENT" means the inability as a result of an injury to engage in a substantial part of your usual occupation or business (excluding the occupation of Professional Sport).

2.3 "PERMANENT" means lasting twelve consecutive calendar months and at the end of that time being beyond prospect of improvement.

2.4 "PARAPLEGIA" means total paralysis of both legs and part or whole of the lower half of the body.

2.5 "QUADRIPLEGIA" means total paralysis of both legs and both arms.

2.6 "LIMB" a hand at or above the wrist or of a foot at or above the ankle.

2.7 "THE INSURED" means the club, league or association which arranges this insurance as shown in the Schedule (as defined in the Policy Schedule).

2.8 "INSURED PERSON" means the individual member, regional board, players, officials, volunteers, trainers, runners, umpires, coaches, directors, officers, committees, sub-committees and work experience students.

2.9 "PROSPECTIVE PLAYERS" means a person displaying intention to play at a club for up to 4 weeks after initial approach.

2.10 "FINGERS OR TOES" means the digits of a hand or foot above the metacarpophalangeal joints or metatarsophalangeal joints.

2.11 "AIR TRAVEL" means actually flying in or boarding an aircraft for the purpose of flying therein or alighting following a flight.

2.12 "INCOME" means the average of Your weekly income (net of business expenses, personal deductions and income tax) earned from personal exertion in Your usual business, profession, occupation or employment for the number of weeks so engaged during the twelve month period immediately preceding Injury resulting in any of the Benefits covered by this policy, excluding bonuses, commissions, overtime payments or other allowances and excluding remuneration from participating in sport.

2.13 "STUDENT ASSISTANCE BENEFIT" means additional expenses reasonably and necessarily occurring within twelve months of sustaining Injury necessarily incurred and paid by You or Your parents or guardian for services related to

education, schooling, travel costs, home tutoring, special tutoring and special equipment.

- 2.14 "HOME HELP EXPENSES" means additional expenses reasonably and necessarily occurring within twelve months of sustaining Injury necessarily incurred and paid by You for services related to home duties.
- 2.15 "PARENTS INCONVENIENCE ALLOWANCE" means reimbursement to Your parents of reasonable and necessary expenses incurred to visit You while hospitalised through Injury provided You are a full time student under 20 years of age.
- 2.16 "ELIMINATION PERIOD" means the period specified in the Policy Schedule, commencing from the first day medical treatment was sought for an injury resulting in Total or Partial Disablement, for which no Compensation is payable.
- 2.17 "EXCESS" means the amount specified in the Policy Schedule for which no Compensation is payable.
- 2.18 "NON MEDICARE MEDICAL EXPENSES" means expenses that are not standard Medicare items and incurred within twelve (12) calendar months of You sustaining injury and paid by You or the Insured on Your behalf for treatment certified necessary by a legally qualified medical physician to a registered provider of medical services including the cost of medical supplies or ambulance hire but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth, excluding first teeth and dentures, and is caused by Injury.

Non Medicare Medical Expenses does not include any or part of any expenses for which a Medicare benefit is paid or is payable including the balance of monies due to be payable by You after deduction of any Medicare benefit or rebate from the actual expense incurred (commonly known as the "Medicare Gap").

Provided that We shall not be liable to make any refund in respect of:

1. any expenses recoverable by You or by the Insured from any other insurance scheme or any plan providing medical or similar coverage or from any other source except for the excess of the amount recoverable from such other insurance/plan or source.
 2. any expense to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations made there under apply.
- 2.19 "EVENTS" means the Injury, loss or expense set out in this Policy.
- 2.20 "OFFICIAL FUNCTIONS" means all activities at The Insured's premises and without limiting the generality of the aforementioned, includes meetings, association functions and presentation nights not held at The Insured's premises.
- 2.21 "THE SPORT" of The Insured is that of the club, league or association specified in the Schedule and includes all official activities connected with the sport including club social and fund raising activities.
- 2.22 "TOTAL LOSS AND/OR TOTAL LOSS OF USE" means suffering 100% loss or loss of use.

- 2.23 "TRUSTEE" means JLT Group Services Pty Ltd as Trustee for the JLT (Cricket Australia National Club Risk Protection Program) Discretionary Trust.
- 2.24 "GEOGRAPHICAL SCOPE" means Worldwide
- 2.25 "JURISDICTIONAL SCOPE" means You agree to submit to the exclusive jurisdiction of the Australian Courts
- 2.26 "FRACTURED LEG OR PATELLA WITH ESTABLISHED NON-UNION" means a complete break into two pieces; the broken leg does not mend properly and function normally, and this condition will last for the remainder of the Insured Person's life

3. Scope of Cover

Cover is limited to Injury whilst You are:

- 3.1 Playing in club and representation games, competitions or performances organised by The Insured, or
- 3.2 Participating in training or practice sessions or official functions arranged by The Insured, or
- 3.3 Travelling directly to or from club and representative games, competitions or performances, training or practice sessions or official functions arranged by The Insured subject to the provisions of Proviso 5.2, or
- 3.4 Engaged in activities connected with The Sport specified in the Schedule whilst staying away from Your home during a tour for the purposes of participating in representative matches, or
- 3.5 Engaged in organised social or administrative activities of the Insured.

4. Exposure and Disappearance

- 4.1 When by reason of Injury covered by this Section You are exposed to the elements and as a result of such exposure to the elements suffer an Event, benefits will be payable under the terms of this Policy.
- 4.2 If Your body has not been found within one year after the date of disappearance, sinking or wrecking of the conveyance in which You were travelling at the time of the Injury and under such circumstances as would otherwise entitle You to receive the benefits hereunder it will be deemed You have suffered loss of life resulting from Injury at the time of such disappearance, sinking or wrecking, provided however in the event that You reappear any benefits paid shall be immediately refundable to Us.

5. Provisos

No Benefit under this policy shall be payable:

- 5.1 (i) unless You have as soon as possible after the happening of an Injury giving rise to a claim under this Policy procured and followed proper medical advice from a legally qualified medical practitioner;
 - (ii) under Additional Benefit 9.1 unless You are in receipt of income or wages at the date of Injury, and as a result of the Injury are disabled for work;
 - (iii) under Additional Benefit 9.1 for the Elimination Period specified in the Schedule and for any period in excess of the maximum benefit specified in the policy schedule;
 - (iv) under Additional Benefits 9.1, 9.2 or 9.3 during periods of undue delay when You are waiting for a place in a hospital or other institution or medical establishment for medical treatment necessitated by Injury covered by this Policy if an alternate medical facility is available sooner;
 - (v) in respect of hospital, medical or medically prescribed health or health like related services where You are entitled to recover such expense either through Medicare or Private Health Insurance (including Ambulance Service).
 - (vi) Under Additional Benefit 9.1 If you are entitled to receive Disability Benefits under any Workers Compensation Act or Ordinance, any Accident Compensation Act or Ordinance, or any legislation having a similar effect in respect to the same injury.
 - (vii) if the injury is not reported to us within 270 days from the date of injury.
 - (viii) Under Additional Benefits 9.1, 9.2 or 9.3 in excess of 52 weeks from the date you first become entitled to payments of weekly compensation in respect of any one injury.
- 5.2 If injury occurs whilst You are travelling to or from club and representative games, competitions or performances, training or practice sessions or official functions arranged by the Insured and You are entitled to claim benefits in respect of such Injury under any State or Commonwealth Act.
- 5.3 (i) Amounts shall not be payable for more than one of Benefits 1 to 16 in respect of the same Injury;
 - (ii) The amount payable for Benefits 1 to 16 shall be reduced by any Benefit already paid under other Benefits in respect of the same Injury.
 - (iii) After the happening of any one of Benefits 1 to 16 there shall be no further liability under this Policy in respect of a related Injury sustained thereafter.

PROVIDED ALWAYS that if You become entitled to a Benefit under any one of Benefits 1 to 16 set out in the Policy You may elect to receive the amount either under that Benefit or under other Benefits, if applicable.

5.4 Aggregate Limit of Liability

Our total liability for all claims in respect of any one injury or series of injuries to any number of insured's arising out of any one occurrence shall not exceed the amount in the Schedule.

5.5 If You suffer an Injury and require physiotherapy or chiropractic treatment(s), We will pay Compensation up to the amount of Compensation shown in the additional Benefit 9.5 or the limit for physiotherapy or chiropractic treatment specified in the Schedule, whichever is the lesser.

5.6 Compensation under Additional Benefit 9.5 will cease as soon as You resume playing the sport.

5.7 During any period of Total Disablement, Compensation shall only be payable under either one of Additional Benefits 9.1, 9.2 or 9.3 in respect of the same injury.

5.8 Compensation under Benefit 9.1 shall be limited to the percentage of Your nett weekly income specified in the Policy Schedule or the Compensation noted in the Policy Schedule, whichever is the lesser. If following injury resulting in Total or Partial Disablement You continue to receive any part of Your weekly income, or if You are entitled to receive benefits under any other policy of insurance or sick leave entitlements, then the Compensation payable under Benefit 9.1 shall be reduced by the amount necessary to limit the total of all income from all sources to the percentage of Your net weekly income specified in the Policy Schedule or the Compensation noted in the Policy Schedule, whichever is the lesser.

6. Claims

The Benefits payable hereunder are conditional upon You complying with the following obligations:

6.1 All claims must be reported to the Trustee within two hundred and seventy (270) days from the date of injury.

6.2 All certificates and evidence required by Us shall be furnished at your expense and shall be in such nature as we require.

6.3 You shall submit to medical examinations when required by Us at Our expense.

6.4 In the case of Your death We shall be entitled to have a post-mortem examination conducted at Our expense.

7. Exclusions Applicable

This Policy does not apply to any Event which results either directly or indirectly from or is accelerated by any of the following causes:

- 7.1 War, invasion, or civil war, hostilities (whether war be declared or not), riot, rebellion or civil commotion.
- 7.2 You engaging in air travel except as a passenger in a properly licensed aircraft owned or operated by a recognised airline over an established air route.
- 7.3 A deliberately self inflicted Injury or Suicide.
- 7.4 You being under the influence of intoxicating liquor, narcotics or drugs, other than as taken in accordance with the instructions of a qualified medical practitioner.
- 7.5 You engaging in racing, of any kind (other than on foot), water skiing, snow and ice sports, mountaineering involving use of ropes or guides, rock-climbing, hunting, skydiving, hang-gliding, underwater activities involving use of underwater breathing apparatus. Unless this is The Sport(s) insured.
- 7.6 Any pre-existing Injury, medical condition, infirmity or weakness either sustained by You prior to the date the Insured Person was afforded cover by this Insurance Policy or known by the Insured Person to have existed prior to the commencement date of cover.
- 7.7 Any criminal act by You.
- 7.8 You playing sport against medical advice.
- 7.10 Sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV)
- 7.11 Pregnancy or childbirth
- 7.12 Radioactive contamination or radioactivity in any form whatsoever
- 7.13 Nuclear, chemical or biological terrorism.

8. The Benefits - Sports Injury

The coverage under this Section is included only for the Benefits specified in this Table of Benefits. The Compensation for such Benefits shall be payable as a percentage of the Capital Sum Insured specified in The Schedule.

THE BENEFITS

Injury as defined, resulting in:

1. Death	100%
If you are under 18 years of age	20%
2. Permanent & Incurable Quadriplegia	250%
3. Permanent & Incurable Paraplegia	250%
4. Permanent & Incurable Insanity	200%
5. (a) Permanent Total Loss of sight in both eyes	100%
(b) Permanent Total Loss of sight in one eye	100%
6. (a) Permanent Total Loss of use of two limbs	100%
(b) Permanent Total Loss of use of one limb	100%
7. (a) Permanent Total Loss of the lens in two eyes	100%
(b) Permanent Total Loss of the lens of one eye	50%
8. (a) Permanent Total Loss of the use of hearing in both ears	75%
(b) Permanent Total Loss of the use of hearing in one ear	30%
9. Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extends to cover more than 40% of the entire external body	50%
10. Permanent Total Loss of use of four fingers & thumb of either hand	70%
11. Permanent Total Loss of use of four fingers of either hand	40%
12. Permanent Total Loss of use of one thumb of either hand	
(a) both Joints	30%
(b) one phalanx joint	15%
13. Permanent Total Loss of use of fingers of either hand	
(a) three phalanges joints	10%
(b) two phalanges joints	7%
(c) one phalanx joint	5%
14. Permanent Total Loss of use of toes of either foot	
(a) all - one foot	15%
(b) great - both joints	5%
(c) great - one joint	3%
(d) other than great – each toe	1%
15. Permanent Total Loss of	
(a) Liver	75%
(b) Two kidneys	75%
(c) One kidney	35%
(d) Sexual function	45%
(e) Two testicles	40%
(f) One testicle	7.5%
(g) Spleen	30%
16. Fractured Leg or patella with established non – union	10%
17. Shortening of leg by at least 5cm	7%
18. Permanent and incurable Total Loss or use of all limbs	100%
19. Any Permanent Total Loss of use of anybody part not shown above will be compensated at a percentage of \$50,000 as determined at the sole discretion of the underwriter. Such determination will not be inconsistent with the benefits provided under benefit 7-17 inclusive.	

Special Condition

Any benefit payable in the Schedule above is limited to 20% of the amount if the injury occurs other than whilst an Insured person is physically playing or training in games or sessions arranged by the Insured. This condition does not apply to club appointed volunteers or umpires.

9. Additional Benefits

9.1 Temporary Disablement

9.1(i) Temporary Total Disablement

We will pay during such disablement for every week of continuous Total Disablement the amount stated or the percentage shown in the Schedule of your nett weekly income whichever is the lesser for a maximum period as specified in the Schedule from the date of Injury less the Elimination Period shown in the Schedule, subject always to the provisos contained in this policy.

9.1(ii) Temporary Partial Disablement

We will pay the difference between the insured persons Earning and the income received from employment in a reduced capacity up to the amount stated or the percentage shown on the schedule of your nett weekly income whichever is the lesser for a maximum period as specified in the Schedule from the date of injury less the elimination period shown in the Schedule, subject always to the provisos contained in this policy.

NOTE:

Where Temporary Total Disablement, or Temporary Partial Disablement lasts for less than a week, we will pay the proportionate amount of the weekly benefits for each working day the insured person suffers a Temporary Total or Temporary Partial Disablement.

9.2 Student Assistance Benefit

We will pay the actual expenses reasonably and necessarily incurred up to the amounts shown in the Schedule for every week of continuous Total Disablement up to maximum period as specified in the Schedule from the date of the Injury less the elimination period. Payments under this benefit shall apply only in respect of full time students under 25 years of age.

9.3 Home Help Expenses

We will pay the actual expenses reasonably and necessarily incurred up to the amounts shown in the Schedule for every week of continuous Total Disablement up to maximum period as specified in the Schedule from the date of the Injury less the elimination period. This benefit shall apply only in respect of non-income earners.

9.4 Parents Inconvenience Allowance

We will pay the actual expenses reasonably and necessarily incurred up to the amounts stated on the schedule for each day a full time student under 20 years of age is hospitalised. Limited to a maximum amount as specified in the Schedule.

9.5 **Non-Medicare Medical Expenses**

We will pay reimbursement of the percentage or amount shown in the Schedule of all Non Medicare Medical Expenses necessarily incurred as a result of Injury as specified. If You are entitled to claim from Your Private Health Insurer or Emergency Transport Scheme We will pay the amount by which the Non-Medicare Medical Expenses exceed the benefit You are entitled to receive from Your insurers or the maximum limit stated in the Schedule, less the policy excess, whichever is the lower. The total Compensation payable for all Non Medicare Medical Expenses incurred as a result of any injury or injuries arising from any one claim, shall be limited to the amount specified in the Schedule.

We shall not be liable to make any refund for any expense to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations made there under apply.

9.6 **Funeral Expenses**

We will pay the actual cost of Your funeral if You die as a result of playing and participating in organised cricket matches games, competitions, training sessions and organised social or administrative activities or the maximum amount specified in the Policy Schedule whichever is the lesser. This benefit is only payable if specified in the Policy Schedule.

9.7 **Membership Refund**

We will pay the pro-rata amount of an insured persons memberships should they become injured and unable to participate in the remainder of the season, subject to the limit in the Policy Schedule.

NOTICE

1. Code of Practice

CGU Insurance is a signatory to the General Insurance Code of Practice developed by the Insurance Council of Australia. The aim of the code is to raise the standards of practice and service in the insurance industry. Further information is available on request.

2. Dispute Resolution

We will do everything possible to provide a quality service to You, Our customer. However, We recognize that occasionally there may be some aspect of Our service or a decision We have made that You wish to query or draw to Our attention.

Accident & Health International staff are always available to listen to You and to help where they can. If, after talking to a staff member, You wish to take the matter further, We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to Your complaint within fifteen (15) working days.

If You are not happy with Our answer, or We have taken more than fifteen (15) working days to respond, You may take Your complaint to the Financial Ombudsman Service Limited (FOS), an external dispute resolution body, subject to eligibility. FOS also has a Claims Review Panel which will adjudicate on claims.

Access to the External Dispute Resolution process is free of charge to You. In addition, although CGU Insurance is bound by the panel's decision, You are not and You have a right to pursue the matter elsewhere if You wish.

We will provide the contact telephone number and address of FOS upon request.

YOUR PERSONAL INFORMATION

We ask You only for the information that is necessary for Us to assess Your application. If You do not give Us all the information requested, We may not be able to process Your application. Where any information is optional, this is shown on the form.

We use the information We collect to assess Your application and the risk involved, and to calculate the premium payable.

We may also use the information if, having issued You with a policy, We are processing Your claim and need to check some details.

We will only disclose information about You to third parties if We need to in order to assess claims, or if required by law. This will include checking Your previous claims history with the Insurance Reference Service. We will keep the information about You secure against unauthorised access.

You have the right to apply for access to personal information held by Us. Such application should be directed to Us in writing where it will be considered by Our internal privacy disputes department. If the information collected is incorrect or inaccurate we will correct it.



Jarrod O'Connor