



Australian Fencing Federation Ltd. Insurance Handbook

2023 National Insurance Program



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Gallagher is one of Australia’s – and the world’s – largest insurance broking and risk management companies. We’re the broker of choice for more than 130,000 Australian businesses – from micro-SMEs through to multinational corporations and iconic brands.

With 30+ regional and metropolitan branches across Australia, we understand local business communities because we’re part of them ourselves.

Globally, the Gallagher network of 850+ offices in over 50 countries, enables us to leverage relationships with international insurance partners to create programs that achieve claims outcomes beyond the scope of many smaller brokers.

For more information on the services we offer, please read our [financial service guide](#) which is available from our website www.ajg.com.au.

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Attention: Australian Fencing Federation Members, Players and Officials

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

We have pleasure in enclosing details of the 2023 Insurance Program for Australian Fencing Federation, which is extended to all affiliated associations, clubs and their members.

The insurance program provides the following cover:

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

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

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

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

To maximise our service to all Affiliated Associations, Clubs and Members, we have a specialised sports team with a dedicated Team Leader, an Account Executive and an Assistant Account Executive.

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

Yours sincerely,

Gallagher Sport

SECTION 1 – INSURANCE PROGRAM

Sports Public & Products Liability Including Professional Indemnity Insurance

Period of insurance	1st March 2023 at 4pm Local Standard Time to 1st March 2024 at 4pm Local Standard Time.
Who is covered?	Australian Fencing Federation Limited, affiliated state fencing bodies and clubs including all registered members, participants, instructors, judges, office bearers, coaches, voluntary workers and medical officers.
Insurer/Security	Sportscover Australia
Insured Activities	<p>Principally but not limited to Whole of Sport Insurance Program including administration and the development, promotion, organisation and conducting of Fencing activities such as competitions, training, coaching courses, promotional events and/or clinics, including, but not limited to:</p> <ul style="list-style-type: none"> • Playing or promoting sanctioned club, school and representative games, competitions and performances • Participating in sanctioned training or practice sessions, or official functions arranged by the insured • Travelling to or from sanctioned club and representative games, competitions or performances, training or practice sessions, meetings or official functions arranged by the insured • Engaged in activities connected with the sport whilst staying away from home during a tour for the purpose of participating • Whilst an Insured Person is engaged in voluntary work / committee meetings authorised by and under the control of the Insured. • Sale of merchandise • Covering your liability as an owners/occupiers of the premises, in respect to sanctioned activities. • Come and Try Fencing Program including of 2 sessions per person
Geographical Limits	Worldwide Excluding USA & Canada.
Deductible	Nil each and every claim
Policy wording	Combined Liability Policy Wording 07.21

Scope of Cover

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

Limit of indemnity	
Public / Advertising Liability Any One Occurrence	\$20,000,000
Products Liability Any One Period of Insurance	\$20,000,000
Professional Indemnity - Any One Occurrence and in the aggregate	\$5,000,000
Property in Physical or Legal Control of the Insured	\$100,000

Sports Injury – Group Personal Accident Insurance

Period of insurance	1st March 2023 at 4pm Local Standard Time to 1st March 2024 at 4pm Local Standard Time.
Insured Persons	All registered and declared members, participants, instructors, judges, office bearers, coaches, voluntary workers & medical officers of Fencing Federation Australia and its affiliated State Bodies and Clubs.
Insurer/Security	Sportscover Australia
Policy wording	Player Accident Wording 10.21
Geographical Limits	Worldwide
When is cover provided?	<p>Cover limited to injury whilst an insured person is:-</p> <ul style="list-style-type: none"> • Playing in sanctioned club and representative games, competitions and performances; • Participating in sanctioned training or practice sessions, or official functions arranged by the insured; • Travelling to or from sanctioned club and representative games, competitions or performances, training or practice sessions, meetings or official functions arranged by the insured; • Engaged in activities connected with the sport whilst staying away from home during a tour for the purpose of participating ; • Whilst an Insured Person is engaged in voluntary work / committee meetings authorised by and under the control of the Insured. • Come and Try Fencing Program including of 2 sessions per person
Injury Definition	<p>Injury means bodily injury which:</p> <ul style="list-style-type: none"> • Bodily Injury means a physical injury which, occurs solely and independently of any other cause; and <ul style="list-style-type: none"> a. is sustained by an Insured Person during the Scope of Cover, b. is sustained by an Insured Person during the Period of Insurance, c. is caused by an Accident, and d. results, within 12 calendar months of the Accident, in the Insured Person suffering one or more of the Events listed in Section 4.1 Capital benefits and/or incurring expenses insured under Section 4.2 Medical benefits and/or suffering Temporary Total Disablement.

Sums insured

Sums insured

Capital Benefits	The percentage of this amount which is Payable for each of Events 1 to 14 is set out in the policy \$100,000	
Medical Benefits	<p>Medical Benefits The percentage of the Medical Expenses covered under this section is 85%</p> <p>Physiotherapy Benefits The percentage of physiotherapy expenses covered under this Section is Visits 1 to 5 95% of the fee charged less rebates from other sources Visits 6 to 10 80% of the fee charged less rebates from other sources All other visits 75% of the fee charged less rebates from other sources The Excess payable for each claim under Section 4.2 is \$200 The maximum amount payable per claim under Section 4.2 is \$2,500</p>	
Weekly Benefits	<p>Loss of Income The amount payable is the lesser of 100% Net Income Lost or \$500 Per Week Student Allowance \$200 Per Week Domestic Home Help \$200 Per Week The Excess Period under Section 4.3 is 14 Days The Max Benefit Period under Section 4.3 is 52 Weeks</p>	
Other Benefits	<p>Injury Assistance & Parents Inconvenience Benefit \$1,500 Rehabilitation Benefit - Gym Membership \$500 Rehabilitation Benefit - Tuition \$3,000 Bed Care Benefit \$300 per week. Max 52 weeks Dependant Childrens Allowance \$500 Home Renovation Benefit \$10,000 Funeral Expenses Benefit \$5,000 In Memoriam Benefit \$1,000 Kidnapping Benefit \$10,000 Membership Benefit \$500</p>	

Association Liability Insurance

Period of insurance	1st March 2023 at 4pm Local Standard Time to 1st March 2024 at 4pm Local Standard Time.		
Insured	Australian Fencing Federation, All State Bodies, All Individual Affiliated Fencing Clubs (as declared).		
Insurer/Security	Dual Australia Pty Ltd		
Policy Wording Reference	DUAL Australia Association Liability Wording 11.20		
Limit of Liability	\$4,000,000 Any one claim & in the aggregate during the insurance period		
Insuring Clauses	CLAUSE	SUB-LIMIT	DEDUCTIBLE
	2.1 Cover for You	Indemnity Limit	\$Nil
	2.2(a) Professional Indemnity	Not Included	Not Included
	2.2(b) Crime	\$ 500,000	\$5,000
	2.2(c) Association Reimbursement	Indemnity Limit	\$ 1,000
	2.2(d) Association Liability	Indemnity Limit	\$ 1,000
	2.2(e) Employment Practices Liability	Indemnity Limit	\$ 5,000
	2.2(f) Trustee Liability Indemnity Limit	Indemnity Limit	\$ 1,000
	2.2(g) Tax Audit Costs	\$ 100,000	\$1,000
Geographical Limits	Worldwide excluding USA and Canada.		
Endorsements	As per policy schedule		
Automatic Extensions	As per policy schedule		

SECTION 2 – CLAIMS PROCEDURES

General information

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

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

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

- Public Liability and Professional Indemnity
- Association Liability (Directors & Officers)
- Sports Injury (Personal Accident) Sports injury (personal accident) claims

Sports injury (personal accident) claims

To make a claim for injury, you will need to take the following steps within 30 days of the injury occurring:

Step 1:

Obtain a claim form from Gallagher by calling **1800 931 129** or download by visiting **sport.ajg.com.au/make-a-claim**

Step 2:

Arrange for your doctor to complete the 'Medical Statement' section of the claim form.

Step 3:

Arrange for your club President, Treasurer or Secretary to complete 'The Club's Declaration' section of the claim form. If claiming loss of income, you will need your employer complete 'The Member's Employment Details' section of the claim form.

Step 4:

Return the completed claim form to Gallagher via:

Email: **sport@ajg.com.au** or by post to:

Gallagher Sporting Claims,
GPO Box 859, Brisbane, QLD 4001

Public liability claims – incident reporting procedure

1. Incident Reporting

In the event of any incident which may give rise to a claim, the affiliated franchise owner/operator is required to immediately inform Gallagher on **1800 931 129** or email **sport@ajg.com.au**.

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

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

2. Intimated/Actual Potentially Serious Claims

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

3. Documents to be sent to must include

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

4. Do not

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

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

Association liability (directors and officers) claims

Any circumstance giving rise to a Directors & Officers/Association liability claim is to be notified to Gallagher on **1800 931 129** or **sport@ajg.com.au** immediately.

- It is a condition of your policy that you do not admit liability. This must be left to the insurance underwriter and their legal representatives to conclude.
- Any writ, summons, letters of demand, etc, must be forwarded to Gallagher immediately.

You must assist the underwriter with their investigations and co-operate with any potential recovery actions.

SECTION 3 – FREQUENTLY ASKED QUESTIONS

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

Are non-members or members participating in non-sanctioned events, covered by the Australian Fencing Federation (AFF) personal accident insurance?

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

Q2 Emergency transport expenses

What is the process for claiming for emergency transport expenses?

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

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

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

Q3 Medicare gap

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

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

Q4 Weekly benefits – timeframe for payment

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

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

SECTION 4 – OTHER MATTERS

Certificates of insurance

To access a Certificate of Currency please contact the State Association you are affiliated through.

Hold harmless agreements

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

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

Insuring the interest of other parties

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

Utmost good faith

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

Notice regarding this manual



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

1. This manual provides a summary of cover only and does not replace, take precedence or form part of the insurance contracts arranged by us on your behalf. The insurance contracts, which are held by Australian Fencing Federation, provide details of the insurance terms, conditions and exclusions.
2. This manual is not intended to be a complete or exact guide to terms, conditions, warranties and exclusions of your insurance contracts. These can only be determined by studying the policy documents. This manual is intended to give you a broad working knowledge of the covers in place.
3. This manual is not to be construed as legal evidence of insurance.

It is essential that you comply with all relevant laws, by-laws and regulations. You must take all due and reasonable precautions to prevent or mitigate losses, acting as though you were uninsured. **Failure to do so may prejudice your rights and entitlements under your various insurance policies.** Please do not hesitate to contact us should any assistance be required.

SECTION 5 - GALLAGHER SPORT SERVICE TEAM

Your service contacts

	<p>Robert Dickinson Sports Division Account Executive</p> <p>Relevant Experience</p> <p>Robbie has been in the insurance broking industry for over 10 years and joined Gallagher in early 2016. Robbie is directly responsible for the servicing, placing and administration of many national sporting accounts such as Ice Hockey Australia, Australian Vet Cycling, Robbie is enthusiastic about placing the right cover for any risk presented to him. After playing football for over 20 years Robbie now participates in long course Triathlon and ironman events.</p>
<p>Contact:</p>	<p>+61 7 3367 5003 0466 415 122 robert.dickinson@ajg.com.au</p>
	<p>Terry Berryman Sports Division Team Leader</p> <p>Relevant Experience</p> <p>Terry has been in the insurance industry for over 15 years. Terry specialises in evaluating, placing and servicing sporting and motorsport risks. Servicing a number of national sporting accounts and high profile motor racing teams. Terry is active in the local sporting community, playing soccer most of his life and a long-time water-skier. He is committed to offering the best achievable outcomes for his clients and his service standards are parallel with his passion and knowledge for the industry.</p>
<p>Contact:</p>	<p>+61 7 3367 5010 0438 596 939 terry.berryman@ajg.com.au</p>



1800 931 129
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Arthur J. Gallagher & Co (Aus) Limited. Operates under AFSL No. 238312. Any advice provided in this document does not consider your objectives, financial situation or needs. You should consider if the insurance is suitable for you and read the Product Disclosure Statement (PDS) and Financial Services Guide (FSG) before buying the insurance. If you purchase this insurance, we may charge you a fee for our service to you. Ask us for more details before we provide you with any services on this product. PDS available on request. Our FSG is available on our website, www.ajg.com.au. Arthur J. Gallagher & Co (Aus) Limited. ABN 34 005 543 920, Level 12, 80 Pacific Highway, North Sydney, NSW 2060. REF3169-0422-V1.3