

Ice Hockey Australia Insurance Handbook



Contents

Intro	ductionduction	3		
Sect	Section 1 - Insurance Program			
	Sports Public & Products Liability including Professional Indemnity Insurance	. 4		
	Sports Injury – Group Personal Accident Insurance	6		
	Association Liability Insurance – Ice Hockey Australia	. 9		
	Association Liability Insurance – State Associations & Clubs	10		
Section 2 – Claims procedures				
Sect	Section 3 - Frequently asked questions			
Secti	ection 4 - Other matters			

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 125,000 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 60 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 <u>financial service guide</u> which is available from our website <u>www.ajg.com/au</u>.



Insurance Risk Management Consulting

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Attention: Ice Hockey Australia 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 Ice Hockey Australia 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 2023/2024 Insurance Program for Ice Hockey Australia, 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 Ice Hockey programs:

- Sports property insurance (Buildings / Club / Team equipment)
- Individual Team Sports Travel Insurance (Non IHA Representative Teams)
- 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, an Assistant Account Executive, a Claims Manager and two in-house Sports Claims Specialists.

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

Yours sincerely,

Gallagher Sport

SECTION 1 - INSURANCE PROGRAM

Sports Public & Products Liability including Professional Indemnity Insurance

Who is covered?

Ice Hockey Australia Limited including all affiliated state/league/club associations including all members, players, coaches, umpires, officials, first aid personnel, administrators and voluntary workers.

Period of Insurance

From 4pm 01/03/2023 to 4pm 01/03/2024 local time

Policy Wording

Combined Liability Policy Wording 07.21

Insurer/Security

Sportscover Australia Pty Ltd.

Insured Activities

Principally but not limited to Whole of Sport Insurance Program including administration and the development, promotion, organisation and conducting of Ice Hockey activities such as competitions, tournaments, training, coaching courses, promotional events and/or clinics, including, but not limited to:

- · Playing or promoting club, school and representative games, competitions and performances
- Participating in training or practice sessions, or official functions arranged by the insured
- Travelling to or from club and representative games, competitions or performances, training or practice sessions, meetings or official functions arranged by the insured
- Engaged in activities connected with the sport whilst staying away from home during a tour for the purpose of participating
- Whilst an Insured Person is engaged in voluntary work / committee meetings authorised by and under the control of the Insured.
- Sale of merchandise
- · Public liability as an owner/occupier of the premises, in respect to sanctioned events only

Deductible

\$nil each and every claim

Geographical Limits

Worldwide Excluding USA & Canada

The USA/Canada Jurisdiction Exclusion does not apply to Ice Hockey Australia (staff/athletes) whilst on tour representing Australia in these countries.

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

Sports Injury - Group Personal Accident Insurance

Insured Persons All registered members, participants, instructors, umpires, judges, non-playing officials, coaches, learn to

play, voluntary workers, office bearers & medical officers of Ice Hockey Australia Limited and their affiliated

bodies.

Period of Insurance From 4pm 01/03/2023 to 4pm 01/03/2024 local time

Policy Wording Player Accident Wording 10.21

Insurer/Security Sportscover Australia Pty Ltd.

When is cover provided? Cover limited to injury whilst an insured person is:-

• Playing in officials matches under the auspices of The Insured

· Engaged in organised training or practice for the Sport.

• Travelling directly to or from or between activities described above and the the Insured Persons normal place of residence or place of employment.

• Staying away fro9m the Insured Persons home including overseas travel during a tour for the purpose of participating in representative matches and/or any other games duly authorised by The Insured.

• Actually engaged in administrative or organised social activities of The Insured..

Injury Definition Injury means bodily injury which:

• Is sustained by an Insured Person during the Scope of Cover

• Is sustained by an Insured Person during the Period of Insurance

• Is caused by an Accident

• results within 12 calendar moths of the Accident

Age Limit No age limit to apply

Geographical Limits Worldwide

Sums insured

Capital Benefits

The cover under this section provides **\$200,000** for death resulting from accident. All other permanent disabilities are calculated using a percentage of the death benefit depending on the severity of the injury. For full details of these percentages, please refer to the Schedule of Capital Benefits contained in the policy wording. Please note **Death is limited to 20%** for Members whose age is less than 18.

Funeral Expenses

The cover under this section reimburses funeral costs up to a maximum of \$5,000.

In Memoriam Benefit

The cover under this section provides reasonable costs associated with the proper observance of the passing of a club member to a maximum of \$1,000.

Medical and Dental Costs

The cover under this section reimburses 85% of non-Medicare medical treatment including ambulance, hospital accommodation / theatre fees, orthotics, splints, prosthesis, treatments given by a dentist, chiropractor, masseur, naturopath, osteopath or physiotherapist. **The maximum benefit for this section is \$5,000.** All treatment must be certified by a registered medical practitioner and not subject to any Medicare rebate. All claims are subject to \$100 excess. Any expenses must be incurred within 12 months of the insured person sustaining the injury.

Loss of Earnings

The cover under this section pays 85% of the Members actual weekly income, up to a maximum of \$300 per week, subject to a 14 day deferral period. Please note that income earned from participating in the sport is not covered. The benefit will be paid for the period of the Disablement as certified by a registered medical practitioner or 52 weeks whichever is the lesser.

Student Help

The cover under this section reimburses 100% of the cost of Home Tutorial by a qualified tutor, up to a maximum of \$300 per week and subject to a 14 day deferral period. The benefit will be paid for the period of the Disablement as certified by a registered medical practitioner or 52 weeks whichever is the lesser.

Home Help

The cover under this section reimburses 100% of the actual costs incurred for Home Help from a recognised and licensed Domestic Help Agency, up to a maximum of \$300 per week and subject to a 14 day deferral period. The benefit will be paid for the period of the Disablement as certified by a registered medical practitioner or 52 weeks whichever is the lesser.

Injury Assistance/Parents Inconvenience

The cover under this section reimburses an Insured Person for non-medical expenses incurred directly relating to the bodily injury to a maximum of \$1,500.

Dependent Children's Allowance

The cover under this section provides for reasonable costs incurred by the Dependent Children of a Member whilst the Member is undergoing medical treatment. The benefit is limited to \$500.

Rehabilitation Benefits

The cover under this section provides for reimbursement of:

- a. Tuition or advice fees from a vocational college if certified as necessary and agreed to. The maximum payable under this benefit is \$3,000.
- b. Rehabilitation expenses (eg gym membership) certified as necessary and agreed to. The maximum payable under this benefit is \$500.

Kidnapping

The cover under this section provides for 10% of the Permanent Disability Benefit 1 as listed in the Schedule of Capital Benefit.

Home Renovation Benefit

The cover under this section provides for costs necessary up to a maximum of \$10,000 to modify the Member's home and/or motor vehicle, or relocating to a suitable home if they are entitled to 100% of the Capital Benefit.

Please note: The cover outlined is a broad summary only – please refer to the policy wording for details of the terms and conditions, including exclusions.

Association Liability Insurance - Ice Hockey Australia

Name of Insured

ACT Ice Hockey Association Inc.

Australia Defence Forces Ice Hockey Association

Australian Womens T2 Ice Hockey League

New South Wales Ice Hockey Inc.

- AWIHL Sydney Sirens
- Canterbury Ice Hockey Club Inc.
- Flyers Ice Hockey Club
- Ice Zoo Hockey Club Inc.
- LCC Saints Ice Hockey Club
- Newcastle Northstars Ice Hockey Club Inc.
- Emperors Ice Hockey Club
- Penrith Phantoms Ice Hockey Club Inc.
- Sydney Bears Ice Hockey Club Inc.
- East Coast Super League Inc.
- Central Coast Stingrays

Ice Hockey Queensland Inc.

- BBrisbane Buccaneers Ice Hockey Inc.
- Southern Stars Ice Hockey Club
- Gold Coast Grizzlys Ice Hockey Club Inc.
- GSHL
- Goannas Women's Ice Hockey Club Inc.
- IHI
- Northern Lightning
- Para Ice Hockey QLD Inc.

South Australian Ice Hockey Association Inc.

- · Adelaide Blackhawks Ice Hockey Club
- Redwings Ice Hockey Club Inc.
- Falcons Ice Hockey Club Inc
- Adelaide Tigers Ice Hockey Club Inc.
- Adelaide Rush Inc.
- Adelaide Jokers Ice Hockey Club Inc.

Combined Liability Policy Wording 07.21

Ice Hockey Victoria Inc.

- Blackhawks Ice Hockey Club
- · Braves Ice Hockey Club
- · Demons Ice Hockey Club
- Docklands Ice Wolves
- · iceHQ Ducks
- · Jets Ice Hockey Club
- Melbourne Ice Wolves Ice Hockey Club
- Melbourne Ice Women
- · Oakleigh Ice Skating Centre
- · Saints Monarchs Ice Hockey Club
- · Sharks Ice Hockey Club

Western Australian Ice Hockey Association Inc.

- BraveHearts Ice Hockey Club
- · Hawks Ice Hockey Club
- Northern Ice Hockey Association
- · West Coast Ice Hockey Association

Ice Hockey Tasmania Inc.

- Oldtimers Ice Hockey Australia Network.
- Nite Owls Ice Hockey Club.
- Vintage Reds Ice Hockey Club.
- Canberra Senators Old Timers Ice Hockey Club.

Oldtimers Ice Hockey Australia Network

- Chiefs
- Marauders
- Nite Owls Ice Hockey Club
- Canberra Senators Old Timers Ice Hockey Club
- Vintage Reds Ice Hockey Club

Australian Para Ice Hockey Association Inc.

• Western Australia Inclusive Skating Club

Period of insurance

From 4pm 01/03/2023 to 4pm 01/03/2024 local time

Policy wording

Insurer

Sportscover Australia Pty Ltd

Limit of Liability

\$10,000,000 - Any one claim, worldwide excluding USA/Canada and in the aggregate during the insurance period

Sub Limits of Liability

Association Cover
Employment Practices Liability
Crime/Fidelity
Taxation Investigation
Official Investigations and Inquiries

OH&S Defence Costs
Statutory Liability
Public Relations
Crisis Containment

Pollution

\$10,000,000 \$10,000,000 \$500,000 \$100,000 \$750,000 \$1,000,000 \$250,000 \$100,000 \$250,000

Deductible	Directors and Officers	NII

Professional Indemnity \$1,000
Association Reimbursement \$1,000
Association Liability \$1,000
Employment Practices \$5,000
Trustee \$1,000
Crime/Fidelity \$5,000
Taxation Investigation

Additional benefits

Reinstatement of Indemnity limit

Continuous Cover Fraud and Dishonesty Loss of Documents

Defamation

Heirs, Estates & Legal Representatives

Committees

Official Investigations & Inquiries

Automatic Reinstatement of the Limit of Liability For

Non- Executive Directors

Discovery Period Retirement Cover

Outside Directorship Cover New Subsidiary Cover Former Subsidiary Cover Occupational Health & Safety Statutory Liability Extension Public Relations Cover

Order Of Payment

Positive Defence Costs For Claims

Continuous Cover Crisis Containment

Emergency Defence Costs

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 ininstances where there is potential for further loss or damage, whereupon immediate action should betaken.

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

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:

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

IMPORTANT: Please refer to policy wording for full terms and conditions and exclusions.

Public liability claims - incident reporting procedure

1. Incident Reporting

In the event of any incident which may give rise to a claim, the affiliated club/owner/operator is required to immediately inform the state and/or national official of the IHA and Robert Dickinson of Gallagher on **1800 931 129** or sport@aig.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. Ice Hockey Australia 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 Robert Dickinson of 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 - OTHER MATTERS

Certificates of insurance

A Certificate of Insurance can be obtained via the Gallagher Ice Hockey Australia sports website sport.ajg.com.au/ice-hockey-australia/certificate-of-currency

The average clause (under insurance)

Many policies contain a co-insurance (or average) provision whereby you may be required to bear a rateable proportion of the loss in the event that the sum insured is less than the value of the insured property at the commencement of the insurance. Sums insured should be such as to ensure you are not penalised by this provision.

Hold harmless agreements

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

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

Insuring the interest of other parties

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

Utmost good faith

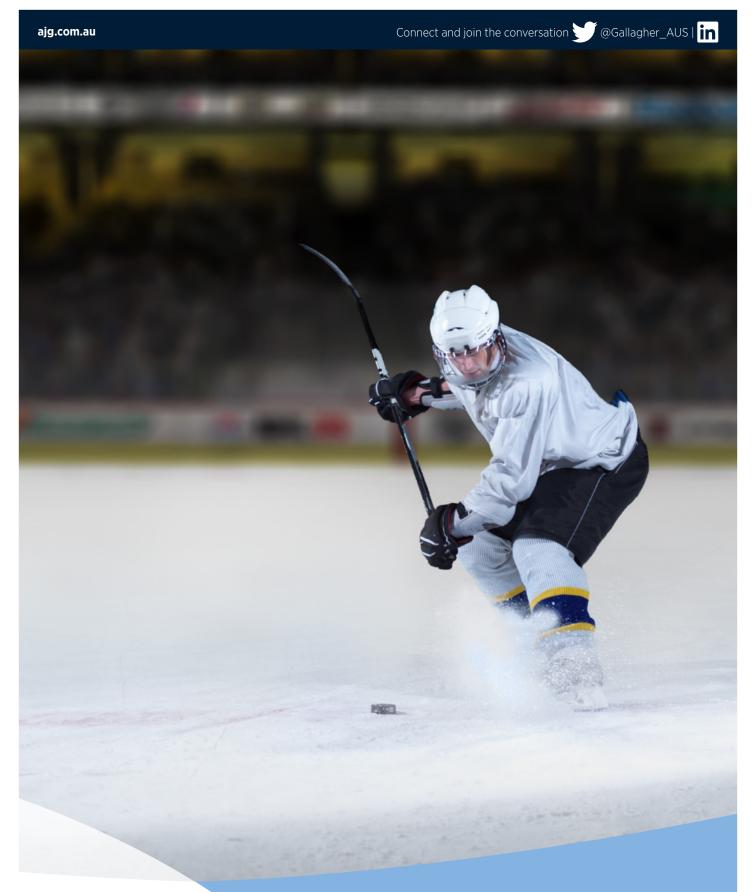
Insurance contracts are subject to the doctrine of Utmost good faith and this is part of the law. Both parties must strictly adhere to utmost Good Faith and if you fail to do so, you may prejudice any claim.

Notice regarding this manual

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

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

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.





Insurance | Risk Management | Consulting

1800 931 129

sport@ajg.com.au

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. RFE3151-0322-V1