



# Touch Rugby League Insurance Handbook

2023-2024 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 125,000+ Australian businesses – from micro, small, and medium enterprise 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 860+ 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 [financial service guide](#) which is available from our website [www.ajg.com/au](http://www.ajg.com/au).

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### Attention: Touch Rugby League Affiliated League Operators, 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 TRL 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 National Insurance Program for TRL, which is extended to all affiliated TRL franchisees and their members.

### The national program provides the following cover:

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

### Leagues and their members can also pay additional premiums for the below tailored programs:

- Sports property insurance (Buildings / Club / Team equipment)
- Sports travel insurance
- Life 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 TRL Leagues 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 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 TRL community

Yours sincerely

**Gallagher Sport**

## SECTION 1 – INSURANCE PROGRAM

### Sports Public & Products Liability Insurance

<b>Period of insurance</b>	From 4pm 01/08/2023 to 4pm 01/08/2024 local standard time.
<b>Who is covered?</b>	TRL Franchise Entity including all registered players, coaches, referees, officials, first aid personnel, administrators and voluntary workers.
<b>Insurer/Security</b>	Certain Underwriters at Lloyd's.
<b>Insured Activities</b>	<p>Principally but not limited to Whole of Sport Insurance Program including administration and the development, promotion, organisation and conducting of Touch Rugby League activities such as competitions, training, coaching courses, promotional events and/or clinics, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Playing, training or promoting club, school and representative games, competitions and performances, including official functions;</li> <li>• travelling to or from club and representative games, competitions or performances, training or practice sessions, meetings or official functions arranged by the insured;</li> <li>• engaged in activities connected with the sport whilst staying away from home during a tour for the purpose of participating;</li> <li>• whilst an Insured Person is engaged in voluntary work / committee meetings authorised by and under the control of the Insured;</li> <li>• sale of merchandise.</li> </ul>
<b>Deductible</b>	Nil
<b>Scope of Cover</b>	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 - Any One Occurrence and in the aggregate	\$100,000



## Sports Injury – Group Personal Accident Insurance

<b>Period of insurance</b>	From 4pm 01/08/2023 to 4pm 01/08/2024 local standard time.
<b>Who is covered?</b>	TRL Franchise Entity including all registered players, coaches, referees, officials, first aid personnel, administrators and voluntary workers.
<b>Insurer/Security</b>	Canopus Australia & Pacific.
<b>When is cover provided?</b>	<p>Cover limited to injury whilst an insured person is:-</p> <ul style="list-style-type: none"> <li>• Playing, training or promoting club, school and representative games, competitions and performances, including official functions;</li> <li>• traveling to or from club and representative games, competitions or performances, training or practice sessions, meetings or official functions arranged by the insured;</li> <li>• engaged in activities connected with the sport whilst staying away from home during a tour for the purpose of participating;</li> <li>• whilst an Insured Person is engaged in voluntary work / committee meetings authorised by and under the control of the Insured.</li> </ul>
<b>Injury Definition</b>	<p>Injury means bodily injury which:</p> <ul style="list-style-type: none"> <li>• Is sustained by an Insured Person during the Period of Insurance and while they are covered as an Insured Person under this Policy;</li> <li>• results from an Accident and is caused by sudden, violent, external and visible means; and</li> <li>• occurs solely, directly and independently of any other cause, including any illness, sickness, disease, pre-existing physical or congenital conditions or heatstroke, except illness or sickness directly resulting from, or medical or surgical treatment rendered necessary by such Injury; and</li> <li>• occurs whilst engaged in the above listed sanctioned activities.</li> </ul>
<b>Covered sports</b>	Touch Rugby League
<b>Age Limit</b>	65 years of age
<b>Geographical Limits</b>	Worldwide

## Sums insured

### Capital Benefits

The cover under this section provides \$100,000 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 for reasonable costs associated with observance of the death of a Member up to a maximum amount of \$1,000.

### Modification Expenses

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.

### Medical and Dental Costs

The cover under this section reimburses 80% 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 \$1,500. All treatment must be certified by a registered medical practitioner and not subject to any Medicare rebate. All claims are subject to a \$300 excess each & every claim. Any expenses must be incurred within 12 months of the insured person sustaining the injury.

### Loss of Earnings

The cover under this section pays 100% of the Members actual weekly income, up to a maximum of \$200 per week, subject to a 28 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 26 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 \$200 per week and subject to a 28 day deferral period. The benefit will be paid for the period of the Disablement as certified by a registered medical practitioner or 26 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 \$200 per week and subject to a 28 day deferral period. The benefit will be paid for the period of the Disablement as certified by a registered medical practitioner or 26 weeks whichever is the lesser.

### Parents Allowance

The cover under this section reimburses \$25 per day in-patient benefit to a full time student under 25 years of age for continuous confinement in hospital because of an accident. The benefit is limited to \$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.

### Home Nursing Care

The cover under this section provides for nursing care provided by a registered nurse (not related to the Member) where they are confined to bed for a period of not less than 7 days if certified medically necessary. The maximum weekly benefit payable is \$300 per week, and is subject to a 7 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.

### Ancillary Non-Medical Expenses

The cover under this section provides for ancillary non-medical expenses (expenses related to medical treatment if certified as necessary. i.e. expenses includes such items as travel to receive treatment, but does not include wages lost by any person). The maximum payable under this benefit is \$1,500.

### 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.

### Unexpired Membership Reimbursement Benefit

The cover under this section provides for pro-rata refund of your club's or association's membership/registration fee from the date of injury if the Member can't play for the rest of the season. The maximum payable under this benefit is \$500.

### Double Capital Sum Insured

The cover under this section provides for double the Capital Sum Insured to be paid for a person under 12 years of age who suffers: permanent total disablement or permanent paralysis of all limbs.

### Miscarriage and Premature Childbirth

The cover under this section provides for \$2,500 compensation for Miscarriage and Premature Childbirth as a direct result of an Accident whilst participating.

### HIV

The cover under this section provides for 10% of the Permanent Total Disability Benefit 1. as listed in the Schedule of Capital Benefits if contracted as a result of an Accident.

### Kidnapping

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

## Personal Accident insurance summary

Benefits	Limit
<b>Capital Benefits</b>	\$100,000
<b>Modification Expenses</b>	\$10,000
<b>Funeral Expenses</b>	\$5,000
<b>In Memoriam Benefit</b>	\$1,000
<b>Loss of Earnings / Student &amp; Home Help:</b>	\$200
- Weekly Benefit	100%
- % Covered	28 day's
- Excess	26 weeks
- Benefit Period	
<b>Parents Allowance:</b>	
- Daily Benefit	\$25
- Maximum Benefit	\$1,500
<b>Dependent Children's Allowance</b>	\$500

Benefits	Limit
<b>Medical and Dental Costs:</b>	
- Maximum Benefit	\$1,500
- % Covered	80%
- Excess	\$300
<b>Ancillary Non Medical Expenses</b>	\$1,500
<b>Rehabilitation Benefits –Tuition</b>	\$3,000
<b>Rehabilitation Benefits – Gym membership</b>	\$500
<b>Unexpired Membership Reimbursement</b>	\$500
<b>Miscarriage and Premature Childbirth</b>	\$2,500
<b>HIV</b>	\$5,000
<b>Kidnapping</b>	\$5,000

## SECTION 2 – CLAIMS PROCEDURES

### General information

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

- Notify injury to the ground manager at time of injury.
- At no stage should liability be admitted.
- All summons/writs concerning insurance must be sent to 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
- Sports Injury (Personal Accident)

### 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. 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.



## 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](https://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](mailto:sport@ajg.com.au)** or by post to:

Gallagher Sporting Claims,  
PO Box 302, BEENLEIGH QLD 4207.

## 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 TRL Australia National Insurance Program?*

No. Any participant in an event (including social events) who is not a registered, is not insured. If any member participates in an event that is not sanctioned by TRL Australia or the Affiliated TRL Franchise, 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 / Player is billed by transport provider.
3. Player claims via private/public insurance (depending on State) in first instance. Private/public insurance may not cover full cost of transport which can then be claimed against the TRL Australia personal accident policy.
4. Gap between private/public insurance can be claimed against the personal accident policy. The personal accident cover is conditional on the event incident reports/logs being received from Organisers.
5. Claim for emergency transport occurs after account with transport provider has been settled.

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

When private / public insurance exists: once player has claimed via private / public insurance, the benefit statement and emergency transport invoice can be lodged with the personal accident claim and the 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 TRL 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.

### Q5 Expenses timeline

*My injury seemed to be okay, so I continued playing. 13 months later I require surgery, can I claim?*

No. Any expense incurred more than 12 months from the initial date of injury is not covered. You also require medical advice to return back to playing.

## SECTION 4 – OTHER MATTERS

### Certificates of insurance

A Certificate of Insurance can be obtained simply by calling 1800 931 129 .

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 each individual TRL Franchise, 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.
4. 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.

## GALLAGHER SPORT SERVICE TEAM

### Your service contacts

As evidenced by our long standing relationships with a number of businesses, some dating back 30 years, client service is key to our philosophy. Gallagher's specialist team is highly experienced, and resourced to match to the specific needs of our clients. In selecting a service team to work with you, we will ensure that you are provided with the best available specialists to suit your needs. In this instance, we propose to manage your account locally, under the direction and skill of Terry Berryman, who specialises in Sport Insurance. As and when required, he will be guided and assisted, by Robert Dickinson, our Queensland Sport Account Executive.

Our service team prides itself on its client-centric service culture, and we have a strong understanding of and passion for the needs of our clients. We believe that developing long standing relationship requires us to really understand your business, and this philosophy drives how we will service your account. The following Gallagher team members should be contacted for all insurance, claims and risk advice.

	<p><b>Terry Berryman</b> Sports Division Team Leader</p> <p><b>Relevant Experience</b></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><b>Contact:</b></p>	<p><b>+61 7 3367 5010</b> <b>terry.berryman@ajg.com.au</b></p>
	<p><b>Hayden Moorhouse</b> Account Executive</p> <p><b>Relevant Experience</b></p> <p>Hayden has been in the insurance industry for over 8 years and joined Gallagher in 2021. Hayden is directly responsible for the servicing, placing and administration of many national sporting accounts such as Baseball Australia, Lacrosse Australia, Boxing Australia &amp; Table Tennis Australia. After swimming competitively for 12 years, Hayden now participates in long distance running events.</p>
<p><b>Contact:</b></p>	<p><b>+61 7 3367 5039</b> <b>hayden.moorhouse@ajg.com.au</b></p>



**1800 931 129**  
**sport@ajg.com.au**



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