

# Zurich Golfers Personal Insurance Plan

Product Disclosure Statement



Preparation Date: 1 May 2006

## About Golf Australia Insurance Services

Golf Australia Insurance Services is a division of Freeman McMurrick Pty Ltd ABN 50 006 767 540, AFS Licence Number 236653 and is the only insurance provider endorsed by the Golf Australia Inc.

Golf Australia Insurance Services has been a long time supporter of Golf Management Australia and has been providing golf related insurances since 1989.

Our contact details:

Postal Address: 387 St Kilda Road,  
Melbourne VIC 3004 Australia

Phone Number: (03) 9867 5677

Fax Number: (03) 9866 8206

Internet: [www.freeman-mcmurrick.com.au](http://www.freeman-mcmurrick.com.au)

# Contents

## About our Golfers Personal Insurance Plan

<b>About Zurich</b>	2
<b>How to apply for this insurance</b>	2
<b>Our Golfers Personal Insurance Plan</b>	2
Sporting Equipment Cover	2
Legal Liability Cover	2
Personal Accident Cover	3
<b>Our contract with you</b>	3
<b>Significant issues to consider</b>	3
<b>Duty of Disclosure</b>	4
<b>Non-disclosure or Misrepresentation</b>	5
<b>How we calculate your premium</b>	5
<b>Goods and Services Tax</b>	6
<b>How to make a claim</b>	6
<b>Your Privacy</b>	6
<b>Cooling-off Period</b>	6
<b>Confirmation of transactions</b>	6
<b>General Insurance Code of Practice</b>	6
<b>Complaints and Disputes Resolution process</b>	7
<b>Headings</b>	7
<b>Updating this PDS</b>	7
<b>Important information</b>	7
<b>Benefits of cover available</b>	8

## Golfers Personal Insurance Plan – Policy Wording

<b>Our Agreement</b>	9
Meaning of words used	9
General Exclusions	10
General Terms and Conditions	10
<b>Section 1 – Sporting Equipment Cover</b>	13
<b>Section 2 – Legal Liability Cover</b>	15
<b>Section 3 – Personal Accident Cover</b>	16
Extension of cover – Emergency transport	16
<b>Section 3 – Part A</b>	17
Minor injuries	17
<b>Section 3 – Part B</b>	18
Death, major injury and temporary total disablement	18

# Zurich Golfers Personal Insurance Plan

## About Zurich

Zurich is proud to present the Zurich Golfers Personal Insurance Plan.

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507, a subsidiary of Zurich Financial Services Australia Limited (ZFSA). In this document, ZAIL may also be expressed as 'Zurich', 'we', 'us' or 'our'.

ZFSA and its subsidiaries are members of the Swiss-based Zurich Group, offering an extensive range of general insurance, investment, life insurance and superannuation products and services for individuals, small to medium sized businesses, larger companies and multi-national corporations.

In Australia, Zurich offers general insurance products covering property, motor, liability, workers compensation, compulsory third party, directors and officers, and professional indemnity risks.

**This Product Disclosure Statement (PDS) is an important document. You should read it carefully before making a decision to purchase this product.**

**This PDS will help you to:**

- **decide whether this product will meet your needs; and**
- **compare this product with other products you may be considering.**

**The information contained in this PDS is general information only. It is important you read your policy to ensure you have the cover you need.**

We sometimes capitalise or italicise terms in this PDS, to show that words are abbreviations or have a particular defined meaning. You should refer to 'Meanings of words used' in this document to obtain the full meaning of such terms.

## How to apply for this insurance

Zurich distributes this product via Freeman McMurrick Pty Ltd. Freeman McMurrick Pty Ltd distributes this product directly or wholesales this product through licensed insurance brokers or advisers. Freeman McMurrick Pty Ltd, insurance brokers or advisers are qualified professionals who are able to access a wide selection of insurance products from which they are able to recommend those best suited to your insurance requirements, after taking into account your individual circumstances.

Throughout this document when we are referring to Freeman McMurrick Pty Ltd or your insurance broker or adviser, we may simply refer to them as your intermediary.

If you are interested in buying this product, you should contact either Freeman McMurrick Pty Ltd or your intermediary. Your intermediary via Freeman McMurrick Pty Ltd can help you tailor your insurance policy to best suit you. If you then decide to apply for insurance and we accept your proposal, Freeman McMurrick Pty Ltd will issue you with a policy *schedule*, which is a document that sets out the details of your particular insurance policy with us.

If you have any inquiries about this product, you should speak to your intermediary who should be able to provide you with all the information and assistance you require. If you are not satisfied with the information provided by your intermediary you can contact either Freeman McMurrick Pty Ltd or us at the addresses or telephone numbers shown on the back cover of this PDS. However, we are only able to provide factual information or general advice about the product. We do not give any advice on whether the product is appropriate for your personal objectives, needs or financial situation.

## Our Golfers Personal Insurance Plan

The Zurich Golfers Personal Insurance Plan can be purchased by golf clubs, for the benefit of their members.

The policy has three (3) components of cover that can be summarised as follows:

### Sporting Equipment Cover

During the *period of insurance* we will cover *your members* anywhere in Australia for the loss of, or damage to, their *sporting equipment*. However, the *sporting equipment* is not covered for damage caused by normal wear and tear, or damage arising from any inherent defect in the *sporting equipment*. Please refer to 'Meanings of words used' – Sporting Equipment Cover page 9.

### Legal Liability Cover

We insure *your members* for legal liability (for an event that occurs during the *period of insurance*) while they are on *golf club grounds*. By legal liability we mean *your member's* legal responsibility to pay compensation for causing:

- bodily injury or death to someone other than themselves, or
- loss or damage to property owned or controlled by someone other than themselves.

## Personal Accident Cover

If, as a result of an *accident* which occurs on *golf club grounds*, during the *period of insurance*, *your member* sustains an injury resulting directly (and independently of any other cause) in one of the specified Events (please refer to pages 17 and 18) we will pay *your member* the amount listed beside the relevant Event, under the 'List of benefits' we pay.

## Our Contract with you

Your policy is a contract of insurance between you and Zurich and contains all the details of the cover that we provide.

Your policy is made up of:

- the policy wording which begins at page 9 of this document. This is common to all customers who buy our Zurich Golfers Personal Insurance Plan. It tells you what is covered, sets out the claims procedures, exclusions and other terms and conditions of cover;
- the proposal, which is the information you provide to us when applying for insurance cover;
- your most current *schedule* issued by Freeman McMurrick Pty Ltd. The *schedule* is a separate document unique to you, which shows the insurance details relevant to you. It includes any changes, exclusions, terms and conditions made to suit your individual circumstances and may amend the policy; and
- any other written change otherwise advised by us or Freeman McMurrick Pty Ltd in writing (such as an endorsement or a supplementary PDS). These written changes vary or modify the above documents.

Please note, only those sections shown in your *schedule* are insured.

This document is also the PDS for any offer of renewal we may make, unless we tell you otherwise. Please keep your policy in a safe place.

We reserve the right to change the terms of this product where permitted to do so by law.

## Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that you should be aware of when deciding to purchase our product. These things may affect the amount of the payment that we will make to you if you have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of your sum insured shown in your *schedule* or some other amount, factor or item specified in the relevant clause or this document.

You should be aware of the following matters in considering whether this product is suitable for your needs.

### Policy limits

- The amount of cover is limited to the amounts shown in the policy (eg we only pay \$3,000 if *your member* suffers a fractured hip), therefore you should ensure *your members* read this document, so that they are aware of the policy limits.

If any of *your members* think the limits provided by this policy are insufficient to cover their needs, they should discuss this with their intermediary.

- The policy has the ability to be customised in regard to covering *your members'* motorised golf carts.

### Your sporting equipment

The cover we provide on your *sporting equipment* depends on a number of factors, including the age, condition and the overall limits of the policy. Please refer to page 13.

### Excesses may apply

For each of the available covers, an excess may apply. An excess is not an additional fee charged by us at the time of making a claim. Rather, it is the uninsured first portion of a loss for which you are otherwise covered, ie the amount that you must contribute towards each claim.

For Section 1 – Sporting Equipment Cover, *your member* pays the first \$350 for any theft claim and the first \$100 for any other claim. However if the theft or loss occurred whilst the *sporting equipment* was in a car or was left unattended in the *open air* (but not whilst actually playing a round of golf), *your member* must pay the first \$550 of any claim.

Any alterations to these excesses will appear on your policy *schedule*.

## Exclusions

This policy contains a number of exclusions, some of which are common in insurance policies. For example, we may not pay for loss or damage arising out of:

- *your member's* malicious actions;
- events that cannot be legally insured;
- *your member's* failure to take all reasonable precautions to avoid injury, loss or damage.

Some of the exclusions may be less common, and as such may be unexpected. For example, the Personal Accident Cover excludes cover for golfers under the age of 12 years or more than 85 years at the time of the *accident*. Please refer to page 16 for the details of this exclusion.

The above are some of the events that are not covered by this policy. Before making a decision about whether to purchase this policy, you should read the full details of all relevant exclusions, which are contained in the policy wording.

Some may not be relevant, however, you and *your members* should make yourselves aware of all the exclusions. Please refer to General Exclusions on page 10, and Exclusions in each section of the policy, located under the headings 'Provided That' on pages 13, 15 and 16.

## General Terms and Conditions

General Terms and Conditions set out your obligations with which you need to comply. Please refer to page 10. You and *your members* should make yourselves aware of all the terms and conditions that apply. If you or *your members* do not meet them, we may be able to decline or reduce the claim payment or cancel your policy.



## Make sure you have the cover you need

You should discuss with your intermediary the appropriate amounts and risks for which you need to be insured. If you do not adequately insure for the relevant risks you or *your members* may have to bear any uninsured losses yourselves.

If you do not choose appropriate amounts that allow for the full replacement cover of *your members' motorised golf carts* then they may be under-insured when a claim is made.

You should also advise your intermediary to notify us as soon as possible when your circumstances change which are relevant to your policy. For instance, if *your member* sells an existing *motorised golf cart* which is covered under your policy and buys a new *motorised golf cart*. If you do not tell your intermediary of these changes in the event of *your member* suffering a loss or damage, the sum insured may not be adequate to cover *your member's* loss, or *your member* may not even have any cover under the policy.

## Duty of Disclosure

Before you enter into this contract of insurance with us, the Insurance Contracts Act 1984 requires you to tell us everything of which you are aware, which you know, or which a reasonable person in the circumstances could be expected to know is relevant to our decision, whether and on what terms, your proposal for insurance is acceptable and to calculate the premium required for your policy.

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

### Your duty of disclosure applies 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;
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

### Who needs to tell us

It is important that you understand that you are disclosing to us and answering our questions for both you and anyone else who you want to be covered by the policy.

### **If you do not tell us**

If you do not answer our questions honestly or do not properly disclose to us, we may reduce or refuse to pay a claim or may cancel the policy. If you act fraudulently in answering our questions or not disclosing to us, we may refuse to pay a claim or treat the policy as never having existed. This would mean that you were never insured.

### **Your duty of disclosure applies when you renew, vary, extend, reinstate or replace your policy**

When you renew, vary, extend or reinstate your policy, your duty is to tell us before the renewal, variation, extension or reinstatement, 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, if so, on what terms.

### **What you do not need to tell us when you renew, vary, extend or reinstate your policy**

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.

## **Non-disclosure or Misrepresentation**

If you make a misrepresentation to us, or if you do not comply with your duty of disclosure and we issue your policy with terms and conditions that are different to the terms and conditions that would have been issued had there not been any misrepresentation, or your duty of disclosure had been complied with, then:

- we may reduce the cover provided, so that we are placed in the same position as we would have been in, had there not been any misrepresentation and your duty of disclosure had been complied with; and
- we may also cancel your policy; or
- we may treat your policy as if it never existed if the misrepresentation or your non-compliance with your duty of disclosure was fraudulent.

## **How we calculate your premium**

The amount of your premium is determined by taking a number of different matters into account. You can seek a quote at any time.

It is important for you to know in particular that the premium varies depending on the information we receive from you about the risk to be covered by us. The higher the risk is, the higher the premium will be. Based on our experience and expertise as an insurer, we decide what factors increase our risk and how they should impact on the premium. Each insurer can do this differently.

Some other factors impacting premiums are:

- the number of members within the club;
- the number and value of *motorised golf carts* you want covered under your policy;
- your previous claims history;
- any additional excess we may impose or you nominate to pay above our basic excess. This means that when you purchase a policy you may ask to take a higher excess in the event of a claim, which will reduce the cost of your premium. If you are interested in this, you should ask Freeman McMurrick Pty Ltd to supply you with quotes based on differing amounts of excesses.

Your intermediary can arrange for you to be provided with a quote for a premium. You will need to give your relevant personal details to your intermediary at this time to enable us to calculate your premium.

Another important thing to know is that your premium also includes amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to your policy. These amounts will be set out separately on your *schedule* as part of the total premium payable.

### How and when you pay your premium and what happens if you don't pay?

Premiums are charged and are payable on a yearly basis. Your intermediary can also tell you what other methods are available to make your premium payments.

Your intermediary will send you an offer of renewal of your insurance once a year, before your current *period of insurance* expires. If you do not pay your premium when due, your policy may lapse after 30 days and you will not be covered. You may be able to reinstate your policy after it lapses, but you must submit an application to us, which is subject to our reassessment of your personal circumstances at the time of application.

### Goods and Services Tax

The sum insured that you choose should exclude Goods and Services Tax (GST).

In the event of a claim, if you are not registered for GST, we will reimburse you the GST component, in addition to the amount we pay you. If you are registered for GST, you will need to claim the GST component from the Australian Taxation Office.

Input Tax Credit	Claim Settlement
0%	Settled inclusive of GST
100%	Settled less GST
70%	Settled less 70% of the GST

You must advise us of your correct input tax credit percentage, where you are registered as a business and have an Australian Business Number. Any GST liability arising from your incorrect advice is payable by you.

### How to make a claim

In the event of an incident which requires you or *your member* to make a claim against this policy, please refer to 'Claims procedures' on page 12. If you have any queries contact your intermediary or us on 132 687.

### Your Privacy

We are committed to protecting the privacy of your personal information and complying with the National Privacy Principles under the Privacy Act 1998 (Cth). For further details on how we do this, please refer to 'Privacy' on page 11.

### Cooling-off Period

After you apply for a Zurich product and you have received the policy document, you have 21 days to check that the policy meets your needs. Within this time you may cancel the policy and receive a full refund of any premiums paid, unless:

- you have made a claim or become entitled to make a claim under your policy; or
- you have exercised any right or power you have in respect of your policy or the policy has ended.

Your request will need to be in writing and forwarded to us via your intermediary or to the address shown on the back cover of this document.

You can cancel your policy at any time after the cooling-off period. Please refer to 'Cancellation' under General Terms and Conditions on page 10.

### Confirmation of transactions

Please contact us, if for any reason you wish to make an enquiry about your policy or obtain confirmation of any policy transaction. You should first check if Freeman McMurrick Pty Ltd or your intermediary already has the information. Our contact details are on the back cover of this PDS.

### General Insurance Code of Practice

As a member of the Insurance Council of Australia Limited, we subscribe to the General Insurance Code of Practice.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The Code aims to:

- constantly improve claims handling in an efficient, honest and fair manner;
- build and maintain community faith and trust in the financial integrity of the insurance industry; and
- provide helpful community information and education about general insurance.

## Complaints and Disputes Resolution process

If you have a complaint about an insurance product issued by us or a service you have received from us, including the settlement of a claim, please contact Freeman McMurrick Pty Ltd or your intermediary to initiate the complaint with us. If you are unable to contact Freeman McMurrick Pty Ltd or your intermediary, call us on 132 687. If you are not satisfied with our initial response, you may then use our Internal Disputes Resolution process or, ultimately, our External Disputes Resolution Scheme.

Please refer to 'Complaints and Disputes Resolution process' on page 11 for full details of our process and how you can access it.

## Headings

Headings have been included for ease of reference, but do not form part of the policy.

## Updating this PDS

Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting Freeman McMurrick Pty Ltd or your intermediary or us by using our contact details on the back cover of this PDS. Please note that we may also choose to issue a new PDS or a supplementary PDS in other circumstances.

## Important information

On 25 May 2005, ZFSA and its general insurance arm, ZAIL, agreed to Enforceable Undertakings (EUs) with both the Australian Prudential Regulation Authority (APRA) and the Australian Securities & Investments Commission (ASIC), following an investigation into certain reinsurance arrangements entered into in 2000, including the way in which they were treated for accounting purposes and the conduct of past employees. As part of the EUs, a settlement has been reached with APRA under which APRA agrees to take no action against ZFSA or its subsidiaries on certain terms set out in the APRA EUs.

ASIC's investigation into the reinsurance arrangements and APRA's investigation into the conduct of individuals (which are the subject of adverse comment in the APRA EUs) are continuing.

These issues do not impact on Zurich's day to day businesses, subsidiaries, intermediaries or customers. The issues also do not materially affect the current financial position of ZFSA or its subsidiaries.

For additional information on these issues, and any further developments, please visit our website ([www.zurich.com.au](http://www.zurich.com.au)). Alternatively, you can contact Zurich on 131 551. A copy of the respective EUs can be obtained from the APRA website ([www.apra.gov.au](http://www.apra.gov.au)) and the ASIC website ([www.asic.gov.au](http://www.asic.gov.au)).



# Benefits of cover available

The following is a summary of the major benefits of covers available under the policy. Please refer to each cover section for full details of coverage and applicable terms and conditions.

Summary of covers available	Benefits of cover available	Page no.
<p><b>Sporting Equipment Cover</b> covers <i>your members</i> anywhere in Australia for the loss of, or damage to, their <i>sporting equipment</i></p>	Up to \$5,000	13
<p><b>Extension of Cover</b> Your <i>members' motorised golf carts</i> can be covered</p>	Up to amount shown on <i>your schedule</i>	13
<p><b>Legal Liability Cover</b> covers <i>your members</i> legal liability while they are on <i>golf club grounds</i></p>	Up to \$20 million any one occurrence	15
<p><b>Personal Accident Cover</b> If <i>your member</i> sustains an injury as a result of an <i>accident</i> which occurs on <i>golf club grounds</i>, we will pay <i>your member</i> the amount listed beside the relevant event, under the 'List of benefits' we pay</p>	Emergency transportation of <i>your member</i> after an <i>accident</i> , up to a maximum amount of \$3,000	16
	Part A – Minor injuries up to \$3,000	17
	Part B – Death, major injuries and temporary total disablement up to \$100,000	18

# Golfers Personal Insurance Plan – Policy Wording

## Our Agreement

Subject to all of the terms and conditions contained in your policy document and payment of the premium, we will provide you and *your members* with the cover shown in the relevant sections of your policy document up to the amount shown in your *schedule* or limits shown in your policy document.

## Meaning of words used

Some key words in this policy have special meanings and are highlighted in *italics*. A singular word includes the plural, and vice versa. For the purposes of this cover the meanings of these words are as follows:

### Accident

*accident* means any sudden and unexpected incident that causes an injury or disablement that is described in the 'List of benefits' we pay, but does not include illness or disease.

### Club

*club* means you, your and the golf club named as the insured on the *schedule*.

### Earnings

*earnings* means:

- If *your member* is an employee, *earnings* means their pre-tax weekly rate of pay exclusive of bonuses, commission, overtime payments and any allowances averaged over the 12 months (or over such shorter period as they have been employed) prior to the *accident* that caused their *temporary total disablement*; or
- If *your member* is not an employee, *earnings* means their pre-tax weekly income derived from personal exertion after deducting any expenses necessarily incurred by them in deriving that income over the 12 months (or over such shorter period as they have been deriving an income) prior to the *accident* that caused their *temporary total disablement*.

### Golf club grounds

*golf club grounds* means on the precincts of a registered golf club in Australia. If associated sporting members are included on the *schedule*, the precincts of a registered golf club are extended and deemed to also mean on the precincts of a sporting club within Australia, carrying on the same amateur sporting activity as that of the membership of the club's associated sporting club.

### Motorised golf cart

*motorised golf cart* means a motorised cart or motor bike, listed on the *schedule*, which *your member* owns, that is designed to transport golf equipment and which *your member* drives or rides around a golf course during a game of golf.

### Open air

*open air* means an area that is not fully enclosed by walls and a roof, and not able to be locked up.

### Period of insurance

*period of insurance* means the period for which we insure *your members* for in this policy. This period is shown on the *schedule*.

### Pre-school children

*pre-school children* means *your member's* children up to the age of six (6) years who reside with *your member* and do not attend school.

### Schedule

*schedule* means your most recent Schedule of insurance. We give you this *schedule* of insurance when you first buy this insurance and each time you request an addition, alteration or renewal. The *schedule* of insurance forms part of your policy.

### Sporting equipment

*sporting equipment* includes golfing, and non-golfing equipment that is used to participate in the *club's* associated sports, provided associated sporting members are included on the *schedule*. It does not include golf balls, tees and other consumables or clothing and eyewear (except for swimming goggles). *Sporting equipment* does not include motorised vehicles of any kind unless it is a *motorised golf cart*.

### Temporary total disablement

*temporary total disablement* means that a doctor has certified in writing, that because of a disability, one or more of the following conditions applies to *your member*:

- *your member* is, for the time being, wholly prevented from engaging (for reward or otherwise) in their own occupation or from attending school/college/university.
- *your member* is, for the time being, unable to carry out all their domestic duties and has been required to employ domestic assistance to carry out these household duties. The person *your member* employs must not be their spouse/partner, a relative of theirs or a relative of their spouse/partner.
- *your member* is, for the time being, unable to perform at least two (2) of the following five (5) listed 'Activities of Daily Living'.

The 'Activities of Daily Living' are:

- bathing and showering;
- dressing and undressing;
- eating and drinking;
- using a toilet to maintain personal hygiene; and
- moving from place to place by walking, either with or without the use of a walking aid.

### Your member

*your member* means a fully-paid *member* of the *club* at the time the event covered by this policy occurred. This includes a member of an associated sporting group within the *club*, where you have paid a premium to cover that associated member and this associated sporting group has been noted on the *schedule*.

## General Exclusions

These general exclusions apply to all sections of this policy.

We do not insure *your members* for any injury, loss, damage or liability caused by or resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence thereto:

1. radioactivity, or the use, or escape of any nuclear fuel, nuclear material or nuclear waste;
2. asbestos;
3. pollution of any kind, unless it is caused by a sudden and unexpected incident;
4. any person, organisation, government or government authority that lawfully destroys or takes away *your member's* ownership or control of any insured property;
5. war, whether it has been formally declared or not, any hostilities, rebellion or revolution;
6. events that cannot be legally insured;
7. defects in design, work done or materials used;
8. *your member's* malicious actions;
9. vermin, insects or termites;
10. *your member's* failure to take all reasonable precautions to avoid injury, loss or damage;
11. any act that is intentionally caused by *your member* or by someone else with their consent;
12. acts or omissions by *your member* or someone with their consent, if the acts are unlawful, or the acts are done with reckless disregard for the results of those acts or omissions;
13. consequential loss of any description except as otherwise stated in this policy.

## General Terms and Conditions

These general terms and conditions apply to all sections of this policy.

### Precautions

You and *your members* must take all reasonable care to prevent or minimise loss, damage, injury, illness or liability, including your compliance with any law, by-law, ordinance or regulation that concerns the safety of persons or property.

### Cancellation

If, for any reason you wish to cancel this insurance, contact Freeman McMurrick Pty Ltd or us. If you cancel the insurance contract, we refund the amount of any premium already paid to us minus an amount to cover the period for which we have already insured you. We will be entitled to retain any tax or duty paid or owing for which we are unable to obtain a refund.

We may cancel this insurance contract only for a reason described in section 60 of the Insurance Contracts Act 1984 as amended. If we are cancelling your policy for any reason, we must give you written notice telling you that we are cancelling the policy and that the policy will not be offered for renewal. In this case the contract will end when either of the following options happens first:

- when you make another insurance contract that replaces the cancelled one. This contract can be with us or another insurer; or
- at 4pm on the 3rd business day after the day we notify you that the contract is cancelled.

### Keeping proof of value of property insured

Please retain evidence of purchase or proof of the value of all property insured by this policy. Evidence includes receipts and professional valuations and manufacturers' instructions and warranties. You and *your members* should keep any of these or other evidence so that you and *your members* can prove ownership and the value of any loss if you and *your members* have to claim.

### Fraudulent claims

If you or *your members* covered by this policy makes a claim or arrange for some other party to make a claim that is in any way false, dishonest or fraudulent, then payment of the claim may be refused.

## Notifications

All notices and communications must be made or confirmed in writing by you or your intermediary. Other forms of communication will not be acted upon by us until confirmed in writing by you or from Freeman McMurrick Pty Ltd or your intermediary.

## Complaints and Disputes Resolution process

If you have a complaint about an insurance product issued by us or a service you have received from us, including the settlement of a claim, please contact Freeman McMurrick Pty Ltd or your intermediary to initiate the complaint with us. If you are unable to contact Freeman McMurrick Pty Ltd or your intermediary, call us on 132 687. We will respond to your complaint within 15 working days provided we have all necessary information and have completed any investigation required. If more information or investigation is required we will agree reasonable alternative timeframes with you.

If you are unhappy with our response or we cannot agree on reasonable alternative timeframes, your complaint will be registered as a dispute and it will be reviewed by our Internal Disputes Resolution process which is free of charge.

We will respond to your dispute within 15 working days provided we have all necessary information and have completed any investigation required. If more information or investigation is required we will agree reasonable alternative timeframes with you. We will keep you informed of the progress of our review at least every 10 working days and give you our response in writing.

If you are unhappy with our response or we cannot agree on reasonable alternative timeframes, you can refer the matter to the External Disputes Resolution Scheme of which we are a member. This scheme is administered by Insurance Ombudsman Services Limited (IOS). IOS will review our decision in accordance with their terms of reference. You are not bound by their decision. However, we are bound to act immediately on IOS's decision. This is a free service provided by an independent body.

Brochures outlining the operations of IOS are available from us or the Insurance Council of Australia in your State or Territory. You can phone the IOS from anywhere in Australia on 1300 780 808 or write to them at:

Insurance Ombudsman Services Limited  
PO Box 561,  
Collins Street West,  
Melbourne, Vic, 8007.  
Email: ios@insuranceombudsman.com.au

## Jurisdiction

Should a dispute not be resolved by our Internal Disputes Resolution process or the External Dispute Resolution Scheme and the dispute is referred to a court for determination of the extent of cover provided by your policy, then such determination shall only be made in accordance with the laws of the State or Territory of Australia in which your policy was issued.

## Privacy

Zurich respects your privacy. Before we collect personal information you should know the following things:

We require personal information about you to assess your request for insurance and to administer the policy.

- Where relevant for this purpose, we will disclose your personal information (other than sensitive information such as health information) to Freeman McMurrick Pty Ltd and your intermediary.
- We will also, where relevant, disclose your personal information, including sensitive information, to our service providers (including loss adjusters, administrators, reinsurers) and to our business partners for this purpose. By submitting your personal details, you consent to those organisations collecting and us disclosing personal and sensitive information about you for this purpose.
- A list of the type of service providers and business partners we commonly use is available on request, or on our website. Go to [www.zurich.com.au](http://www.zurich.com.au) and click on the Privacy link on our home page.
- If you do not provide the requested information, your proposal may not be accepted, we may not be able to administer your policy or you may breach your duty of disclosure, the consequences of which are set out in the Duty of Disclosure notice.
- We may also disclose personal information about you where we are required or permitted to do so by law.
- In most cases, on request, we will give you access to the personal information we hold about you. In some circumstances, we may charge a fee for giving you access, which will vary but will be based on our costs.

If you would like to find out more, you may contact us by telephone on 132 687 or email at [Privacy.Officer@zurich.com.au](mailto:Privacy.Officer@zurich.com.au) or in writing to:

The Privacy Officer  
Zurich Australian Insurance Limited  
PO Box 677, North Sydney, 2059

### Our right to recovery

If, after payment of a claim, we wish to recover the amount we have paid from another person then, subject to the Insurance Contracts Act 1984 as amended, we can do so and you and *your members* must give us any information and help that we may reasonably require. We will be entitled to deal with any legal action taken by us as we see fit.

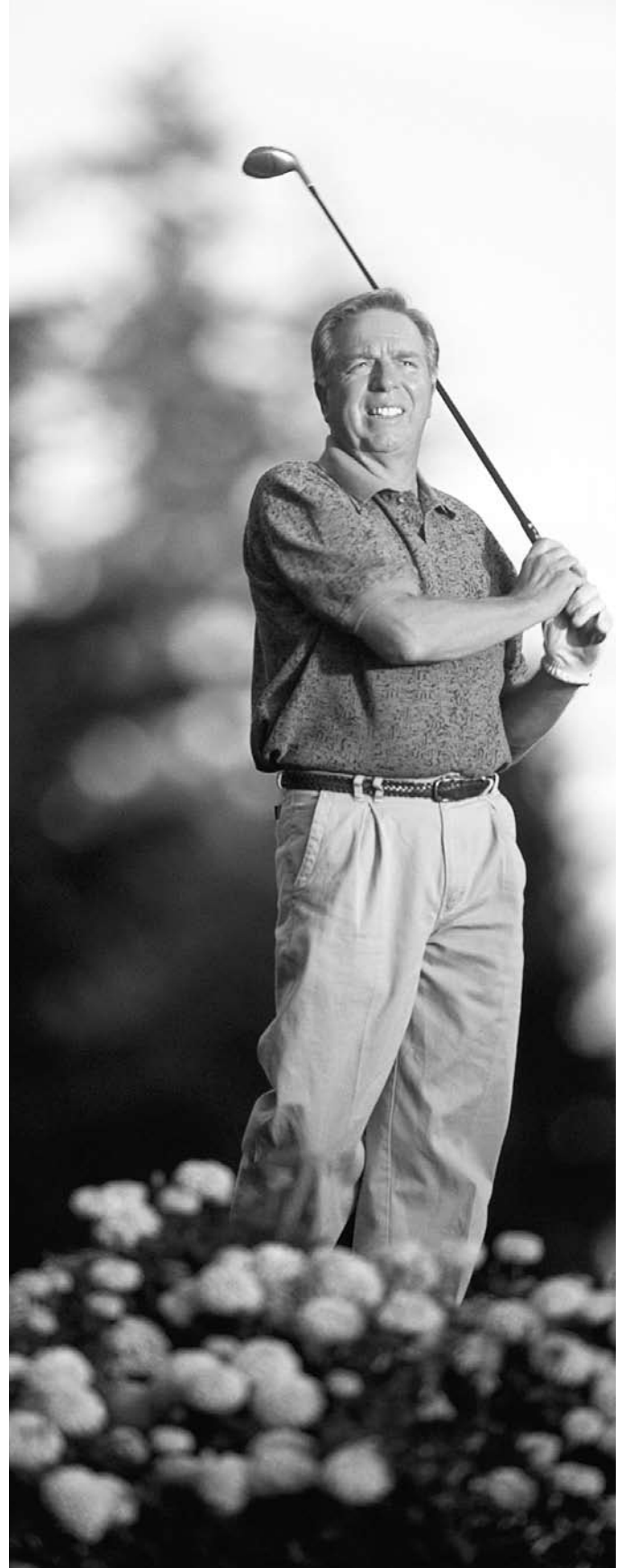
### Claims procedures

In the event that *your member* wishes to make a claim under this policy they must:

- contact Zurich on 132 687 as soon as practicable (but definitely within two (2) weeks) after the *accident* injury/loss giving rise to the claim and advise us of the situation. This must be done even if treatment is still continuing. A written loss report will be required and *your member*, or their legal representative, must complete it and send it to us within 30 days of receiving it.
- take immediate steps at their own expense to minimise the damage.
- not admit liability for, or offer/agree/promise to settle any claim without our prior written consent.
- within 24 hours of learning of the loss of or the wilful damage to their *sporting equipment*, *your member* must notify the police and include in their report a description of the missing or damaged *sporting equipment*.
- supply at their expense all evidence in support of any claim under this policy including police reports, medical reports, certificates, information and other proof we may reasonably require) to prove ownership, date of purchase, make, values and loss. This evidence must be in such form and of such a nature as we prescribe.
- for *sporting equipment* claims, provide at least one quote for the repair or replacement of the *sporting equipment*. The equipment cannot be repaired or replaced without our prior written approval. If this approval is not obtained, we will pay no more than it would have cost us to repair or replace the *sporting equipment*, after allowing for GST and any discounts available to us.

Note: Failure to report the claim or fully complete and submit the loss report within the times stated above may result in denial of the claim.

No claim will be considered until we have received *your member's* fully completed claim form.



# Section 1 – Sporting Equipment Cover

During the *period of insurance* we will cover *your members* anywhere in Australia for the loss of, or damage to, their *sporting equipment*. However, the *sporting equipment* is not covered for damage caused by normal wear and tear, or damage arising from any inherent defect in the *sporting equipment*.

For *sporting equipment* purchased new or up to five (5) years old from the date of purchase as new, we will at our option:

- replace the property with new property being the nearest equivalent available; or
- repair the property to a condition equal to, but not better or more extensive than, its condition when new; or
- pay *your member* the cost of such replacement or repair by us, whichever is the lesser. If this cash settlement is at the request of *your member*, we will pay no more than it would cost us to replace or repair the *sporting equipment* after allowing for GST and any discounts available to us.

For *sporting equipment* purchased second-hand or *sporting equipment* over five (5) years old from the date of purchase as new, we will at our option:

- replace the property with property in a condition equal to, but not more extensive than, its condition at the time of its destruction, loss or damage, subject to an allowance for wear, tear and depreciation being deducted from the amount of our liability for the claim.

If the equipment was purchased as new but at the time of its destruction, loss or damage is five (5) years old we deduct 30% from the replacement cost. For each year after, we deduct a further 7.5% up to a total deduction of 75%; or

If the equipment was purchased second-hand we deduct 6% from the replacement cost for each of the first five (5) years old after purchase and for each year after, we deduct a further 7.5% up to a total deduction of 75%; or

- repair the property to a condition equal to, but not more extensive than, its condition at the time of its destruction, loss or damage, subject to an allowance for wear, tear and depreciation being deducted from the amount of our liability for the claim.

If the equipment was purchased as new but at the time of its damage is five (5) years old we deduct 30% from the repair cost. For each year after, we deduct a further 7.5% up to a total deduction of 75%; or

If the equipment was purchased second-hand we deduct 6% per year for the first five (5) years after purchase (ie 30% after five (5) years). For each year after, we deduct a further 7.5% up to a total deduction of 75%; or

- pay *your member* the cost (as calculated above) of such replacement or repair, whichever is the lesser.

Provided That:

1. cover for each *period of insurance* for each of *your members* under this Section is limited to \$5,000 (except for *motorised golf carts* which are insured for the sum shown on the *schedule*).
2. *your member* keeps their *sporting equipment* in good condition.
3. in the event that the *sporting equipment* is stolen, wilfully damaged or accidentally lost, a report must be made to the Police.

This must be done within 24 hours starting from when your noticed the *sporting equipment* was stolen, damaged, or lost and the report must list and describe the missing or damaged *sporting equipment*.

4. any damaged or lost *sporting equipment*, which we replace, becomes our property. This includes lost equipment, which is subsequently recovered.
5. *your member* provides proof of their ownership of the *sporting equipment* and the age and make of the *sporting equipment*.

This can be proven in a number of ways eg. sales receipt (showing the date of purchase and describing the equipment), bank or credit card statements, photos or a Statutory Declaration from either the *club* secretary or president. The Statutory Declaration must list the *sporting equipment* (make and age) with the *club* secretary or president declaring that they either personally know, or after investigation they are convinced that *your member* owned the *sporting equipment*.

6. all claims for *sporting equipment* must be accompanied by at least one quote for the repair or replacement of the *sporting equipment*. The equipment cannot be repaired or replaced without our prior written approval. If this approval is not obtained, we will pay no more than it would have cost us to repair or replace the *sporting equipment*, after allowing for GST and any discounts available to us.

7. *your member* pays the first \$350 for any theft claim and the first \$100 for any other claim. However if the theft or loss occurred whilst the *sporting equipment* was in a car or was left unattended in the *open air* (but not whilst actually playing a round of golf), *your member* must pay the first \$550 of any claim.
8. the *motorised golf cart* is not covered:
  - for damage to tyres by the application of brakes or by road cuts, punctures or bursts; or
  - for loss or damage caused by overloading or driving the *motorised golf cart* while it is in a damaged condition; or
  - whilst the *motorised golf cart* is travelling on, or being on a public road; or
  - whilst the driver of the *motorised golf cart* is under 17 years of age; or
  - whilst the *motorised golf cart* is being driven with *your member's* permission by any person (including *your member*) under the influence of alcohol or drugs; or
  - whilst the *motorised golf cart* is being loaded or unloaded from a trailer or any other means of transport; or
  - whilst the *motorised golf cart* is being driven, other than being driven on *golf club grounds*.



## Section 2 – Legal Liability Cover

We insure *your members* legal liability (for an event that occurs during the *period of insurance*) while they are on *golf club grounds*. By legal liability we mean *your member's* legal responsibility to pay compensation for causing:

- bodily injury or death to someone other than themselves, or
- loss or damage to property owned or controlled by someone other than themselves.

Provided That:

1. the most we will pay for all claims that arise directly or indirectly from the one event is \$20 million including legal costs.
2. *your member* does not admit he or she are liable.
3. we may represent or defend *your member* or any person entitled to cover under this policy in respect of legal liability as we see fit at any inquest or inquiry or in any action or proceedings.
4. if we agree to pay the claim, we will pay:
  - the compensation that *your member* is legally obliged to pay; and
  - the legal fees and expenses of the person claiming against *your member* (if the court orders *your member* to pay them); and
  - *your member's* reasonable fees and expenses that either we incur on their behalf, or they incur with our prior written consent.
5. we do not insure *your member* for their legal liability that arises:
  - from bodily injury to, or death of, *your member* or any member of their family who normally resides with them; or
  - from bodily injury to, or death of, to any person *your member* employs, that arises out of, or in the course of, the employment with *your member*; or
  - out of, or in connection with, any trade or business carried on by you, *your member* or any person covered by this policy; or
  - out of the use of any motorised vehicle or *motorised golf cart* which is:
    - (a) registered, or
    - (b) required to be registered by law, or
    - (c) wholly or partly insured under any legislation including any compulsory statutory insurance or accident compensation scheme, or would have been, but for the failure to register the motorised vehicle or *motorised golf cart* or to apply for cover under the scheme or to comply with a term or condition of the scheme; or
  - from any liability that arises as a result of the *motorised golf cart* travelling on, or being on, a public road; or
  - from loss or damage to any property that is owned or controlled by *your member*, *your member's* family (ie family who reside with *your member*) or *your member's* employees; or
  - from acts or omissions by *your member* or someone with *your member's* consent, if the acts are unlawful, or the acts are done with reckless disregard for the results of those acts or omissions; or
  - only because *your member* has agreed by contract or otherwise that they are liable; or
  - from the awarding against *your member* of aggravated, exemplary or punitive damages, (ordered by a judge as punishment) or in respect of fines incurred under any penalty clause.



## Section 3 – Personal Accident Cover

If as a result of an *accident* which occurs on *golf club grounds*, during the *period of insurance*, *your member* sustains an injury resulting directly (and independently of any other cause) in one of the following specified Events, we will pay *your member* the amount listed beside the relevant Event, under the 'List of benefits' we pay.

Provided That:

1. the *accident* occurs while *your member* is:
  - engaged in a sporting activity in an amateur capacity as a participant, adjudicator, judge, referee umpire, official or otherwise assisting in an unpaid capacity in the conduct of a sporting activity; and
  - the Event occurs within 12 months of the *accident*.
2. the benefits under this section shall only apply to *your members* aged 12 years or more and less than 85 years at the time of the *accident*. However *temporary total disablement* payments cease once *your member* reaches age 65.
3. *your member* obtains medical attention from a qualified medical practitioner as soon as possible following the *accident*.
4. *your member* or their representative must allow us, at our own expense, to conduct any medical examination or arrange for an autopsy.
5. *your member* was not training for or engaging in any professional activity.
6. *your member* or their legal representative must contact us as soon as practicable (but definitely within two (2) weeks) after learning of an occurrence likely to give rise to a claim and advise us of the situation. This must be done even if treatment is still continuing.

A written loss/claim report may be required and if so, *your member* or their legal representative must complete it and return it within 30 days of receiving it.

7. we shall not be liable for the death, loss or disablement *your member* suffers:
  - whilst *your member* is under the influence of alcohol or drugs, other than a drug taken or administered by, or in accordance with the advice of a duly qualified medical practitioner; or
  - whilst *your member* is undertaking any work in connection with their occupational employment; or
  - as a consequence of, or contributed to by, any illness, injury, disability or ongoing medical or dental condition (or any complication directly connected with any of these) that *your member* had prior to the *accident*; or
  - which is deliberately self-inflicted; or
  - which is wholly or partly attributable to childbirth or pregnancy (after the 21st week of pregnancy) or the complications thereof; or
  - which is wholly or partly attributable to any sexually transmitted or transmissible disease.

### Extension of cover

#### Emergency transport

If *your member* needs emergency transport for an Event covered under Part A or Part B, (in any vehicle immediately after the *accident*) we will reimburse their expenses necessarily and actually incurred – up to a maximum amount of \$3,000.



# Section 3 – Part A

## Minor injuries

Our total liability under Part A of this section in respect of all injuries shall not exceed \$3,000.

### List of benefits we pay

<b>Event</b>	<b>Benefit we pay</b>
<b>Breaks and fractures</b>	
If <i>your member</i> breaks or fractures bones:	
● Skull: full break _____	\$3,000
● Skull: hairline fracture _____	\$3,000
● Spine: full break _____	\$3,000
● Spine: chipped vertebrae _____	\$3,000
● Hip _____	\$3,000
● Neck _____	\$3,000
● Pelvis _____	\$3,000
● Jaw _____	\$1,500
● Leg, ankle, knee: compound (open) fracture _____	\$1,500
● Arm, elbow, wrist: compound (open) fracture _____	\$1,500
● Rib or ribs _____	\$750
● Shoulder _____	\$750
● Cheekbone _____	\$750
● Collarbone _____	\$750
● Leg, ankle, knee: simple (closed) fracture _____	\$750
● Arm, elbow, wrist: simple (closed) fracture _____	\$750
● Nose _____	\$600
● Foot (but not toe or ankle) _____	\$300
● Hand (but not finger of wrist) _____	\$300
● Finger, thumb or toe _____	\$200

<b>Event</b>	<b>Benefit we pay</b>
--------------	-----------------------

#### Knee injury

If *your member* has a knee injury:

- Full knee reconstruction \_\_\_\_\_ \$2,000
- Torn ligament \_\_\_\_\_ \$300

<b>Event</b>	<b>Benefit we pay</b>
--------------	-----------------------

#### Dental

If *your member* has a dental injury:

- Dental treatment for loss of teeth \_\_\_\_\_ \$350 for each tooth
- Dental treatment for partial capping of teeth \_\_\_\_\_ \$300 for each tooth
- Dental treatment for full capping of teeth \_\_\_\_\_ \$350 for each tooth
- Dental treatment without capping or loss of any teeth \_\_\_\_\_ \$200 for each tooth

The most we will pay for all dental treatment for any one *accident* is \$2,500.

<b>Event</b>	<b>Benefit we pay</b>
--------------	-----------------------

#### Suturing and internal injuries

- If *your member* requires surgery \_\_\_\_\_ \$2,000
- If *your member* ruptures an internal organ \_\_\_\_\_ \$1,250 for each organ
- If *your member's* wound needs suturing (stitching) \_\_\_\_\_ \$15 per stitch

The most we pay for all suturing in *your member's* claim is \$1,000.

# Section 3 – Part B

## Death, major injury and temporary total disablement

Our total liability under Part B of this section in respect of all injuries shall not exceed \$100,000 and in the event of a death claim, the benefit will be paid to *your member's* estate. For each *accident*, we will only pay benefits for one of the Events which occurred, but we will select the highest paying Event.

### List of benefits we pay

Event	Benefit we pay
● Death _____	\$100,000
● Quadriplegia or Paraplegia _____	\$100,000
● Permanent loss of use of one leg at the knee or above _____	\$100,000
● Permanent loss of use of both legs below the knee _____	\$100,000
● Permanent loss of use of one leg below the knee _____	\$50,000
● Permanent loss of use of one arm at the elbow or above _____	\$100,000
● Permanent loss of use of both arms below the elbow _____	\$100,000
● Permanent loss of use of one arm below the elbow _____	\$50,000
● Permanent loss of sight in both eyes _____	\$100,000
● Permanent loss of sight in one eye _____	\$50,000
● Permanent loss of hearing in both ears _____	\$50,000
● Permanent loss of hearing in one ear _____	\$25,000

If *your member* permanently loses the use of:

● Loss of entire thumb (2 joints) _____	\$20,000
● Partial loss of thumb (1 joint) _____	\$10,000
● Partial loss of finger (3 joints) _____	\$7,500
● Partial loss of finger (2 joints) _____	\$5,000
● Partial loss of finger (1 joint) _____	\$2,500
● Loss of great toe (both joints) _____	\$5,000
● Loss of great toe (1 joint) _____	\$2,500
● Loss of other toe (2 joints) _____	\$1,000

Event	Benefit we pay
● <b>temporary total disablement</b> (payments under this category cease once <i>your member</i> reaches age 65).	
– If <i>your member</i> is self-employed or gainfully employed.	\$500 per week or their <i>earnings</i> (whichever is the lesser) for each week of such disablement up to 104 weeks.
<b>OR</b>	
– If <i>your member</i> is not self-employed or is gainfully employed or is not a full time student and <i>your member</i> is unable to care for themselves and/or their <i>pre-school dependent children</i> .	Up to \$300 per week for up to 52 weeks to reimburse them for their actual expenses reasonably and necessarily incurred to hire domestic help and/or child minding services.
<b>OR</b>	
– If <i>your member</i> is a full-time student and unable to attend their normal classes/lectures.	Up to \$200 per week for up to 26 weeks to reimburse them for actual expenses reasonably and necessarily incurred to hire a professional tutor.

*your member* is only eligible to be paid benefits under one of the above *temporary total disability* categories and no benefits are payable for the first 14 days following the *accident* and after this time benefits will be monthly in arrears.

This page has been left blank intentionally

This page has been left blank intentionally



Zurich is proud to support football in Australia as an Official Partner of the Hyundai A-League

Zurich Australian Insurance Limited  
ABN 13 000 296 640  
AFS Licence No: 232507  
Head Office: 5 Blue Street  
North Sydney NSW 2060

Client Enquiries  
Telephone: 132 687  
[www.zurich.com.au](http://www.zurich.com.au)

