

MARSH ADVANTAGE INSURANCE



DECEMBER 2017

POLOCROSSE ASSOCIATION OF AUSTRALIA INC.

INSURANCE PROGRAM MANUAL 2017-2018

Introduction

This manual is intended to provide a working summary of your insurances for 2018 and is prepared solely for use by National, and State Office Executives.

The details shown for the various policies are incomplete in detail and do not over-ride or alter the terms of the policies. The full terms and conditions are contained in the policy documents and it is essential that these be read carefully, with particular attention to the exclusions.

It is also essential that you are aware of what is not covered, so we have provided a summary of Major Uninsured Risks in this manual for you to consider.

We would like to remind you that your Duty of Disclosure applies now and throughout the period of insurance. Therefore, we ask you to read the Important Notices appendix and let us know immediately if you have any questions or need to make further disclosure.

Please contact Marsh if you have any questions about the scope of cover or the services we provide. We will always be pleased to assist you.

Marsh is able to provide you with other specialist services, the details for which are summarised on the Marsh Services and Resources section.

Mark Holmes AVP | Senior Account Executive
Tel: 61 8 8385 3612 | Fax: 61 8 8211 8785 | Mob 0416 039 095

Email: mark.holmes@marshadvantage.com

Issuing Office:
Marsh Advantage Insurance Pty Ltd
ABN 31 081 358 303
Level 6, 70 Franklin St Adelaide SA 5000

Postal Address GPO Box 2637, ADELAIDE SA 5001
www.marshadvantageinsurance.com

CONFIDENTIALITY

This Report contains information, which is confidential to Polocrosse Association of Australia Inc. and Marsh Advantage Insurance Pty Ltd. Accordingly, we trust you will understand this report is provided to Polocrosse Association of Australia Inc. and its officers, employees and representatives in confidence and may not be reproduced in any form or communicated to any other person, firm or company without the prior approval of Marsh Advantage Insurance Pty Ltd.

PRIVACY

Marsh applies the National Privacy Principles as set out in the Privacy Act 1988 (as amended), to the way it collects, uses, stores, discloses and destroys personal and sensitive information. Please visit our website on www.marsh.com.au or contact Marsh Advantage Insurance Pty Ltd for a copy of our Privacy Statement if you do not already have one.

The Privacy Officer

Marsh Advantage Insurance Pty Limited
PO Box H176, Australia Square NSW 1215
Telephone: 02 8243 7620 | Facsimile: 02 8243 7626 | Email:
privacy.australia@marshadvantage.com

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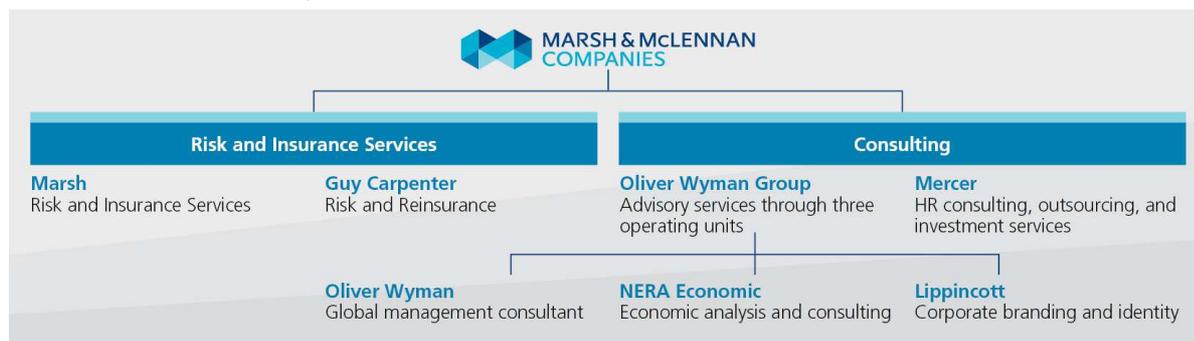
About Marsh

Marsh Pty Ltd is a unit of Marsh & McLennan Companies (MMC), a global professional services firm with over 50,000 employees worldwide and annual revenue of US\$10 billion.

Under the name Marsh & McLennan Companies, Marsh has existed since 1871 and has been a pioneer in risk and insurance services for over 130 years. Marsh has over 24,000 employees and provides advice and transactional capabilities to clients in over 100 countries.

Marsh was established in Australia in 1953. With over 1,000 staff in Australia, Marsh operates from offices in every State and Territory, producing annual revenues in excess of \$200 million and placing close to \$2 billion in premium volumes into the local and international insurance markets.

Marsh & McLennan Companies



Marsh Service Team

A platform of the Marsh approach is the provision of personal service through a dedicated service team who are totally focussed on your business. Your service team is:

Mark Holmes

Tel: 08 8385 3612 | Fax: 08 8211 8785 | Mob: 0416 039 095

Email: mark.holmes@marshadvantage.com

Robert Low

Tel: 08 8385 3588 | Fax: 08 8211 8785 | Email: robert.low@marshadvantage.com

Claims Contacts

In the event of a claim, please contact:

CLASS	CLAIMS CONTACT	TELEPHONE
All Policies	Mark Holmes, Marsh Advantage Insurance Pty Ltd	(08) 8385 3612 0416 039 095

Refer to Claims Procedures section of this report for procedures to follow in the event of a claim.

Marsh Office

Marsh Advantage Insurance Pty Ltd
ABN 30 081 358 303
70 Franklin Street, ADELAIDE SA 5000
GPO Box 2637, ADELAIDE SA 5001
Tel: 08 8385 3612 Email: mark.holmes@marshadvantage.com

Our Website

Visit our website at www.marsh.com.au for information about our extensive range of products and services.

Important Notices

We would like to remind you that your Duty of Disclosure applies now and throughout the period of insurance. Therefore, we ask you to read all of the general and policy specific notices as outlined in the Important Information Booklet attached. Please let us know immediately if you have any questions or need to make further disclosure.

- Disclosure - General
- Disclosure - Other
- Disclosure - Subsidiary & Associated Companies
- Utmost Good Faith
- Essential Reading of Policy Wording
- Change of Risk or Circumstance
- Subrogation
- Unnamed Parties
- Privacy
- What should you do if you have a Complaint
- Claims made during period of Insurance
- Retrospective Cover
- Not a Renewable Contract
- Lloyds Placements
- Lloyd's Binder - What to do if you have a complaint
- General Advice Warning

Other Services Available through the Marsh Group

Workers' Compensation Insurance Management

The object of the program is to facilitate a sustainable reduction in workers compensation costs.

The program is based on precise financial objectives and particularly benefits those organisations whose workers compensation costs have been increasing in recent years, or are known to be above benchmark workers' compensation rates for similar organisations.

This is a proven program of risk management and best practice procedures aimed at reducing the claims costs of workers compensation. It is workers' compensation claims costs that directly affect the premiums employers pay.

The program requires the active involvement of the employer's management by taking ownership and control of workplace injury prevention, injury management, rehabilitation and claims management.

Business Risk Management

Improving overall business performance by providing advice on and implementing systematic, practical and cost effective risk management systems through:

- development of business risk profiles, risk management plans and risk financing strategies;
- design and implementation of individual risk management standards, policies, guidelines, risk reporting systems and self-assessment systems;
- risk assurance audits including corporate reviews, compliance checks and risk management system reviews;

Management Consulting

A wide range of consulting and training services, to assist our clients in improving performance and meeting business challenges, in such fields as:

- restructuring and organisation development;
- productivity improvement and cost reduction;
- reliability, maintenance and asset management;
- purchasing, logistics, contracts and outsourcing;
- marketing and strategic planning;
- project and change management.

Crisis and Emergency Management

A comprehensive package of integrated services to assist clients in preparing for, responding to, and recovering from, a wide range of major operational, commercial, product or logistics incidents, through:

- assessment of major risks;
- development of plans and procedures at all levels;
- facility and equipment advice;
- design and conduct of desktop and live exercises;
- provision of specialist training in all response aspects;

Safety Management

Improving safety performance and ensuring regulatory compliance, through:

- development and implementation of corporate or site-specific safety management systems (SMS);
- production of detailed safety procedures and work instructions covering the whole range of potential SMS elements;
- conduct of compliance audits and performance reviews, including best practice studies.

Life and Benefits

In July 1997 Marsh established its Life & Benefits Division to provide professional advice to its clients in the areas of life insurance, superannuation, disability and employee benefits. The new division has a team of professional advisers throughout Australia who provide an audit service to clients who would like a check-up in these areas.

To date these audits have produced some startling results. Some of the typical findings from these audits are as follows:

- Most clients are paying too much for their life and disability insurance.
- Many clients have policies with inferior policy wordings.
- Some clients' programs are set up incorrectly. The consequences could be inadequate cover at claim time or a benefit being taxable simply because of the way the policy was originally set up.
- Most clients are confused by continual changes to superannuation and in particular the forthcoming Choice of Funds legislation.
- As a broker, our Adviser acts on your behalf, not on the behalf of the insurance company as is the case with an Agent. Our Advisers use independent research which is updated regularly. This means our Advisers can find the best solution to suit your specific needs.

Insurance Program

Insured Name / Business Description

The following description of your business, products manufactured and/or sold has been conveyed to Insurers / Underwriters. They are consistent throughout all your policies **unless specifically advised within the appropriate section**. It is important that you notify us of any change to ensure that you are adequately protected.

Insured	<p>The Polocrosse Association of Australia Inc. including all state and territory offices, affiliated clubs, incorporated zones, members/players, officials, coaches, temporary players and volunteers and/or land owners and/or land managers and/or land administrators and/or lessees of property and/or sponsors for their respective rights and interests.</p> <p>The insured shall also include Executive Committee Members, Executive Officers, Club Presidents and Secretaries and all employees of the National Association, State Associations and affiliated Clubs. The insured shall also include Australian delegates to the International Polocrosse Council.</p>
Business Description	Administrators, Regulators, Organisers and Promoters of Polocrosse events and activities, including social clubs, member services, merchandise sales and other activities incidental thereto.
Period of Insurance:	From 31 December 2017 to 31 December 2018 both days at 4pm standard time at the Insured's address

It is important that you advise us of any material alterations in the business or products or indeed any aspect which may have a bearing on the adequacy of your Insurance Program.

Your Insurers have assessed and accepted the risks on the basis of the information given (particularly the above description) and any variation of these details could prejudice a claim.

In general terms, these alterations may include:

- Acquisition of new companies and/or mergers or divestitures in which you are involved in Australia or overseas.
- Purchase, construction or occupancy of new premises: vacation, temporary un-occupancy, demolition, extension or alteration of existing premises.
- Increase in values in excess of insured limits for Buildings, Plant and Stock.
- Substantial removal of stocks or equipment to other locations.
- Contractual liabilities, including leases, hiring agreements and the like.
- Hire, lease or borrowing of plant or equipment, charter of aircraft or waterborne craft.
- Granting of indemnities or hold-harmless agreements.
- Substantial changes in processes, occupancy, products, or extension of business operations.
- Alterations, amendment to or disconnection of fire or burglary protection systems.
- Proposed installation of pressure plant or new key machines.
- If Fidelity Guarantee is insured, any alteration to the system of checks, supervision, audits and the like must be advised to Insurers immediately.
- Any new Joint Venture.
- Issuance of any shares, debentures, ADR's, etc.; issuance of a prospectus or Information Memorandum; listing on a stock exchange; issuance of a public or private offering.

The agreements referred to above often contain obligations which are not immediately obvious. It is important that these agreements be referred to us so that we may assess the extent of your liability and determine whether your policies provide adequate cover.

Building/Work

We would appreciate early advice of plans for new buildings or substantial alterations so that we may advise on suitable insurance and indemnity clauses to be included in the contract for your protection. We will also advise on the most economical approach to insurance and standards of protection and security.

Policy Summary

The following coverage summaries for the various policies are incomplete in detail and do not override or alter the terms of the policies. The full terms and conditions are contained in the policy documents and it is essential that these be read carefully, with particular attention to the exclusions.

- Public and Products Liability
- Personal Accident

Coverage Summary

The following section details the basis of cover upon which quotations for your insurance coverage are based and is identical to the information provided to insurers.

The coverage summary is an outline of the proposed cover subject to the terms, exceptions, conditions, limitations and other provisions of the policy documents, and should be read in conjunction with the insurer's documentation.

It is very important that you satisfy yourself of the accuracy of the information contained in each coverage summary and advise your Broker at Marsh Advantage immediately of any changes you required now or in the future.

In particular, the insured name, locations, situation and/or premises insured, sums and/or limits insured, sub-limits applicable to policy coverage extensions; your business activity and product descriptions; classes of insurance and insured sections selected, period of insurance and deductibles/excesses.

Public, Product and Errors & Omissions Liability Insurance

This Coverage Summary is prepared as a brief outline of the proposed cover. It is not a complete description of all the policy's terms, conditions and exclusions which determine coverage for a claim.

Class of Insurance: Public & Products Liability/Errors and Omissions

Insurer: Newline Syndicate at Lloyd's

Period of Insurance:

From: 31 December 2017

To: 31 December 2018 both days at 4pm standard time at the Insured's address

Policy Number: BOWCI1700884

Insured:

The Polocrosse Association of Australia Inc including all state and territory offices, affiliated clubs, Incorporated Zones, members/players officials, coaches, visiting International teams and their members and officials, temporary players and volunteers and/or land owners and/or land managers and/or land administrators and/or lessees of property and/or sponsors for their respective rights and interests.

The insured shall also include Executive Committee Members, Executive Officers, Club Presidents and Secretaries and all employees of the National Association, State Associations and affiliated clubs. The insured shall also include Australian delegates to the International Polocrosse Council.

Interest Insured:

Legal Liability to third parties for personal injury and/or property damage occurring during the period of the Insurance, arising from insured events in connection with the business

and;

Legal Liability to third parties for Personal Injury and/or Property Damage occurring during the period of insurance and arising out of the products manufactured, constructed, erected, installed, treated, altered, serviced, repaired, sold, handled, supplied or distributed by the Insured (*including any container other than a vehicle*).

Territorial Limits:

Australia Wide and New Zealand

***Worldwide including USA/Canada but subject to individual declaration by National Office**

Limits of Liability:

Public Liability any one occurrence: **\$20,000,000**

Products Liability any one period of insurance **\$20,000,000**

Errors and Omissions any one period of insurance and in the aggregate **\$ 2,000,000**

Deductible: each and every claim **\$10,000**

USD25,000 each & every claim brought against the insured in the USA or Canada.

Policy Wording: Lloyds Liability wording plus additional conditions and amendments as stipulated hereunder.

Extensions:

- Tenants Liability under Lease
- Cross Liability
- Property Owners Liability
- Participation Liability but with the following exclusion:
- This policy does not cover liability for claims brought by one participant against another participant in respect of Personal Injury and/or Property Damage caused by or arising out of the participation of such participants or his/her property (including horses) whilst competing in any performance, game, contest, match, practice, trial, display or exhibition.
- Damage to leased premises
- Car Parks
- Use of unregistered vehicles
- Member to member liability
- United States of America/Canada memoranda

*** Please note that Association members intending to visit other countries in connection with authorised activities of the Polocrosse Association of Australia Inc. must be declared to Insurers. In the first instance, advice must be given in writing on the prescribed form to the National Executive Officer at the Polocrosse Association of Australia who will notify Marsh Advantage Insurance Pty. Ltd upon approval.**

Policy Wording/Changes to your Policy

No Changes

Policy wording applicable is:

Marsh Pty Ltd. Bowring Marsh Policy Form

Group Personal Accident Insurance

This Coverage Summary is prepared as a brief outline of the proposed cover. It is not a complete description of all the policy's terms, conditions and exclusions which determine coverage for a claim.

Insurer: Chubb Insurance Australia Limited

Period of Insurance:

From 4pm 31 December 2017 to 31 December 2018 at 4pm EDST

Policy Number: 02PO021796

The Insured: The Polocrosse Association of Australia Inc all affiliated State and Territory Associations and their affiliated sub associations and Clubs.

Insured Persons: All registered members, temporary members, coaches, referees, voluntary workers, committee members of affiliated clubs and parent state associations and committee members of the national association.

Class of Insurance: Group Personal Injury

Scope of Cover: Whilst engaged in any sporting activities including training, competing, social activities, meetings and the like, voluntary work on behalf of the insured and including necessary travel to and from.

Policy Age Limits: Up to 80 years

***Territorial Limits:** Worldwide subject to declaration.

Comments: Illness/Sickness not insured by this policy.

Aggregate Limits of Liability:

Any one Accident or Occurrence (A) \$1,000,000

Non Scheduled Air Travel (B)

Any one (1) event with respect to War / Civil War (C) \$500,000

Any one (1) Period of Insurance with respect to War/ Civil War (D) \$1,000,000

The benefits below are payable following an accident

The maximum payable for capital benefits Events 1 and 3 to19 will be limited to fifty percent 50% of the Benefit Amount shown in the Policy for accidental injury whilst engaged in direct travel during travel to or from a match, practice or competition/authorised activity.

PART A LUMP SUM	SUMS INSURED
Event 1 Accidental Death	\$100,000
Event 2 to 19 Permanent & Total Disablement	\$100,000
PART B WEEKLY INJURY BENEFIT	
Event 20 – Temporary Total Disablement	100% of income to a maximum of \$700
Excess Period	14 Days
Benefit Period	52 Weeks

The maximum payable for capital benefits Events 1 and 3 to 19 will be limited to fifty percent 50% of the Benefit Amount shown in the Policy for accidental injury whilst engaged in direct travel during travel to or from a match, practice or competition/authorised activity.

PART B BODILY INJURY RESULTING IN SURGERY	
Benefits	\$20,000
PART C WEEKLY BENEFIT SICKNESS	MAXIMUM SUM INSURED PER PERSON
Sickness resulting in surgery	Not Insured
PART C SICKNESS RESULTING IN SURGERY	
Benefits	Not Insured
PART D FRACTURED BONES	MAXIMUM LIMIT
Benefits table shown below	\$5,000
PART E DENTAL	MAXIMUM LIMIT
Loss of Teeth or Dental Procedures- Limit per Tooth	\$250
Loss of Teeth or Dental Procedures- Lump Sum Benefits	\$2,000

Lifestyle Protection Benefits

LIFESTYLE PROTECTION BENEFITS		
Accidental HIV Infection Benefit		\$30,000
Accommodation and Transport Expenses		Not Insured
Air or Road Rage Benefit		\$5,000
Bed Care Benefit	\$500 per week up to a maximum of	26 Weeks
Cancer Benefit	Resulting from injury	\$5,000
Carjacking Assault Benefit		\$5,000
Carjacking Benefit-Excess & Hire		Up to \$5,000
Coma Benefit	\$500 per week up to a maximum of	13 weeks
Dependent Child Supplement	\$5,000 per dependent child up to a Maximum per family of	\$30,000
Education Fund Benefit		Not Insured
Emergency Home Help	\$400 per week	52 Weeks
Executor Emergency Cash Advance		\$25,000
Funeral Expenses Benefit		\$12,000
Independent Financial Advice Benefit		Not Insured
Modification Expenses		\$50,000
Orphaned Benefit	\$5,000 per dependent child up to a maximum per family of	\$15,000
Out of Pocket Expenses		Not Insured
Premature Birth/Miscarriage Benefit		Not Insured
Reconstructive or Cosmetic Surgery		Up to \$15,000
Return to Work Assistance		\$20,000
Spouse or Partner Employment Training Benefit		\$5,000
Terrorism Injury Benefit	\$20,000 per person \$200,000 in the aggregate	
Tuition or Advice Expenses		\$15,000
Student Tutorial Benefit	\$400 per week up to a maximum of	52 Weeks
Non Medicare Medical Expenses	100% of such expenses to a maximum of (\$100 deductible)	\$7,500
Unexpired Membership Benefit		Not Insured

Corporate Protection Benefits

CORPORATE PROTECTION BENEFITS		
Chauffeur Benefit		Not Insured
Childcare Benefit		Not Insured
Corporate Image Protection		\$10,000
Replacement Staff/Recruitment Costs		\$5,000
Visitors Benefit		Not Insured
Work Experience Benefit		Not Insured
Workplace Assault Benefit		Not Insured
Workplace Trauma Benefit		Not Insured

Referral Conditions: Services for ancillary treatment to be referred by a qualified medical practitioner.

Waiting Period: *An exclusion / waiting period of 14 days will apply Part B Event 20 weekly benefits as defined.

Excess: There is a \$100 excess for Non-Medicare Medical expenses.

Part D - Fractured Bones

The Events The following event(s) must occur within 12 months of the date of the accident	Benefit Amounts The amounts shown in Part D – Fractured Bones as shown in the policy schedule.
33. Neck or spine (complete fracture)	100% (\$5,000)
34. Hip	67.5% (\$3,375)
35. Jaw, pelvis, leg, ankle or knee	20% (\$1,000)
36. Cheekbone, shoulder or Simple Fracture, Hairline Fracture or other fracture of neck, skull or spine	16.8% (\$840)
37. Arm, elbow, wrist or ribs (Complete or Other Fracture)	16.8% (\$840)
38. Jaw, pelvis, leg, ankle or knee (Simple Fracture or Hairline Fracture)	6.8% (\$340)
39. Nose or collarbone	20% (\$1,000)
40. Arm, elbow, wrist or ribs (Simple Fracture or Hairline Fracture)	5% (\$250)
41. Finger, thumb, foot, hand or toe	7.5% (\$375)

Please note Only Non-Medicare expenses may be claimed up to the policy limit of \$7,500. Medicare numbered expenses such as hospital, doctors, surgeons, anaesthetists, and gap fees CANNOT be paid under this policy. Only government authorised Health insurance providers are licensed to insure and pay Medicare numbered expenses.

We recommend that all participants consider arranging separate ambulance cover. The benefit payable under this policy is limited to \$5,000. Emergency air ambulance services are expensive and will exceed the benefit payable under cover provided by the Association policy.

***Please note that Association members intending to visit other countries in connection with authorised activities of the Polocrosse Association of Australia Inc. must be declared to Insurers. In the first instance, advice must be given in writing on the prescribed form to the National Executive Officer at the Polocrosse Association of Australia who will notify Marsh Advantage Insurance Pty. Ltd upon approval.**

CLAIMS PROCEDURE

All claims must be reported as soon as possible following an accidental injury. Failure to do so may enable the Insurer to reduce or avoid any liability should the Insurers rights be prejudiced.

- Claim forms are available from your State Association and Polocrosse Australia.
- Complete and sign the claim form (all questions must be answered – if not applicable, write N/A).
- Complete the insurer's attending physician's report and claimants signed authority. (If the physician prefers to send a report separately, please provide mailing address of Chubb (Note: Any expenses for this report are the responsibility of the claimant).
- All claim forms MUST be submitted by the member to the State Association before sending to the Insurer, Chubb Insurance Australia Ltd (Chubb) ABN 68 003 710 647 GPO Box 4065 Sydney NSW 2001 Phone 1300 722 032.
- The State Association must sign off in Section 9 on page 6 of the claim form, that the claimant is a registered player in that State and was participating in a Polocrosse activity. This will assist the insurer in processing the claim quickly so as not to disadvantage the claimant.
- The State Association MUST NOT delay the process and must send the claim form with supporting documentation to the insurer as soon as possible.
- Provide written proof of income (e.g. ATO Assessment Notice, Group Certificate).
- The insurers will correspond directly with the claimant in assessing and settling a claim. Any questions and/ or disputes can be referred to Marsh Advantage for advice and assistance.

Note: If you have private health insurance, you must first claim accounts for non-Medicare expenses through your fund. Receipts and your rebate advice statement, indicating the level of benefit paid, can then be forwarded to Chubb along with your claim documentation.

We recommend you consider arranging separate ambulance cover. The benefit payable under this policy is limited to \$5,000. Emergency air ambulance services are expensive and will exceed the benefit payable under cover provided by the Association policy.

GENERAL IMPORTANT NOTES:

- Failure to supply requested information can delay claim consideration and/or cause it to be rejected.
- Documents should be returned within 30 days.
- All communications should be clearly marked "Private and Confidential".

Policy Wording/Changes to your Policy

Additional Benefits provided by the new policy are listed below. Benefit limits are listed in the tables above

- Accidental HIV Infection Benefit
- Bed Care Benefit
- Coma Benefit
- Dependent Child Supplement
- Orphan Benefit
- Spouse or Partner Employment Training Benefit
- Corporate Image Protection
- Replacement Staff/ Recruitment Costs

Policy wording applicable is: Chubb Policy Form Number 16PDSGPA03

Uninsured Risks

Following a review of your insurance requirements on 22 December 2017, we wish to confirm that the following types of insurance have not been purchased as part of your insurance program.

- Associations/Management Liability
- Corporate Travel
- Property Insurance
- Cancellation and Abandonment Contingency

The reasons why these classes remain uninsured include:

- Association Management policy terms could not be provided prior to expiry on 31 December application forms had not been returned to enable us to obtain quotations.
- Corporate Travel Insurance is insured elsewhere. We understand the policy will be due for renewal on 30 June 2018.
- You did not elect to take up the insurance cover through Marsh the cover is not available (for example: terrorism/war risks)
- the cover is excluded or a partially insured risk under the insurer's policy wording

Claims Procedures

Below are a set of procedures for you to follow to ensure that your claims are settled quickly and adequately. The appropriate Claims Contacts have been indicated on the Services Team list.

General Procedures - All Classes

Please ensure that all co- insured parties are made aware of these claims procedures.

Advise Marsh Advantage immediately an event occurs or a potential situation arises that could result in a claim. We will arrange the appropriate documents etc. in conjunction with your office and the Insurer concerned.

Complete a detailed incident report and provide photographs where possible and attach any relevant documents. Do not delay reporting the loss.

In regard to claims which relate particularly to Workers' Compensation, Third Party claims against you (for example. Public Risk, Products Liability) and Personal Accident policies:

- Do not incur any expense by litigation or agreement, or admit liability verbally or in writing, otherwise you may prejudice your claim.
- Any Summons, Writ or other legal demand must immediately be directed to the insurer under cover of your letter via Marsh Advantage.
- The insurer has undertaken to accept the risks you have insured against so it is their responsibility to accept or reject liability

Notify the police if a crime has been committed.

Apart from assisting the police, be careful of making statements to persons who may not be acting for your insurer.

For large claims, we suggest you appoint one executive to manage the claim.

Observe requirements for specific classes of insurance set out on the following pages.

Claims Procedure Overview – Incident Reporting

It is important to understand the procedure for the reporting of any claims. Whilst the claims procedure is clearly shown further in this manual for each policy, it is vital that each State Association record, report and monitor any incidents where injury or damage to property occurs, especially the following points;

- **Incident Report Forms** (found in the Events & Activities Guide) **MUST** be completed by a responsible club official and be first sent to the State Association before forwarding to the National Executive Officer who will provide a copy to Marsh.
- Details and circumstances leading to any injury or damage to property should be checked against the umpires/referees reports. In the event that umpire/referee report information differs or if you have any concerns, please contact us at Marsh for advice before submitting an Incident Report form.

It is vital that the State Associations play an active role in the claim reporting process as they are in the best position to validate incidents and ensure that claims are submitted in the proper format.

This method of claims processing has proved to be successful in minimising delays and we propose that it continues.

If at any time the current process requires improvement, it is essential that Marsh is advised as soon as possible so that any matters of concern may be rectified without delay.

Public Liability and Products Liability Claims

Claims occurring Policies

No admission of liability or any promise to pay is to be made by you to any other person/ party (known as the Third Party).

All reasonable steps should be taken following an accident or loss to protect the person or property from any further injury.

Obtain all details you can of:

- the incident;
- the Third Party;
- any witnesses.
- photographs if possible and relevant

Complete an incident report, and bear in mind:

- Be Accurate and Discrete - Ensure all factual and relevant information is noted regarding the incident.
- Be Specific - Remember, the report you write will be forwarded to your insurer for assessment and evaluation purposes and may be admitted as evidence in Court. Be specific and comprehensive in your detail.
- Provide Full Details - Detail (no matter how trivial it may seem at the time), is the most essential component of your report. In most instances, if the claim ever reaches the courtroom stage, it may be many years down the track. Nobody will then remember the specifics unless you write them down at the time of the report.

If a written or verbal demand is made on you, or you think is likely to be made on you, advise Marsh Advantage immediately of the particulars. Normally, Insurers will not treat an incident as warranting further investigation unless the Third Party has forwarded a letter of demand/ legal proceeding to you holding you responsible and substantiating any damages claimed.

Such documents, together with a Statement of Claim from you setting out the circumstances involved are to be forwarded to Marsh.

Any Third Parties making subsequent demands for reimbursement should be referred to your Insurers who will negotiate settlement with the Third Party.

Personal Accident Claims

All Claims must be reported as soon as practical following the event – Failure to do so may enable the insurer to reduce or avoid any liability incurred where their rights may be prejudiced.

A policy summary and claims process Brochure can be accessed by members on the PAA website.

- All claim forms **MUST** be first sent by the claimant to the State Association before forwarding to the insurer, Chubb Insurance Australia Ltd.
- **The State Association must certify, at the top of the claim form, that the claimant is a registered player in that State and was participating in an authorised Polocrosse activity.** This will enable the insurer to process the claim quickly so as not to disadvantage the claimant.
- The State Association **MUST NOT** delay the process and must send the claim form and supporting documents to the insurer without delay.
- Umpire(s) Incident Reports forms be completed and accompany all claims where an injury has required medical attention. A copy of the report must also be forwarded to the state umpire.

- Details and circumstances leading to injury should be checked against the umpires/referees reports to ensure that the claim is sustainable. In the event that umpire/referee report information differs or if you have any concerns, us at Marsh to discuss before submitting the claim.
- Provide written proof of income (e.g. ATO Assessment Notice, Group Certificate).
- **Note:** If you have private health insurance, you must first claim accounts for non-Medicare expenses through your fund. Receipts and your rebate advice statement, indicating the level of benefit paid, can then be forwarded to Chubb along with your claim documentation.

Please remind claimants that Medicare expenses such as hospital, doctors, surgeons, anaesthetists, (including any gap fees) CANNOT be paid under this policy. Only government authorised Health insurance providers are licensed to insure and pay Medicare numbered expenses.

- *It is vital that the State Associations play an active role the claims process as they are in the best position to validate incidents and ensure that claims are submitted in the correct format for registered players to avoid delay and inconvenience to members.*

E-mail the claim forms to:

Chubb Insurance Australia Limited

Ph. 1300 722 032

E-mail a&hclaims.au@chubb.com

Any individual questions regarding the claim should be directed to the appointed claims handler or, the chief contact at Chubb Insurance Australia shown below:

Mr Jim Vitas

A&H Claims Specialist

Direct Ph: 03 9242 5165

Email: jvitas@chubb.com

If there are any disputes over the handling of claims, these should be directed to Marsh.

We recommend you consider arranging separate ambulance cover. The benefit payable under this policy is limited to \$5,000. Emergency air ambulance services are expensive and will exceed the benefit payable under cover provided by the Association policy by a considerable margin.

GENERAL IMPORTANT NOTES:

- Original documents are required by Chubb. Should you require them to be returned, please include a written request. Photocopies are not acceptable for audit reasons.
- Failure to supply requested information can delay claim consideration and/or cause it to be rejected.
- Documents should be returned within 30 days.
- All communications should be clearly marked "Private and Confidential".

Declaration & Reporting Procedures

For Premium Calculation and claims control purposes, it is essential that reporting procedures are undertaken for the following classes of insurance at the appropriate intervals. Please contact Marsh Advantage if you need further clarification of these procedures.

Public Liability

Player numbers annually at the time of the Policy Renewal, and final adjustment in October 2016. A declaration is required to be completed by National Office. In addition, any alteration to business activities and incidents should be reported immediately.

Group Personal Accident

Player numbers annually at the time of the Policy Renewal, June 2016 and final adjustment in October 2016. A declaration is required to be completed by National Office. In addition, any alteration to business activities and incidents should be reported immediately.

Advice to Marsh of Changes and Developments

It is important that you advise our office of any material alterations to your business or products or indeed any aspect which may have a bearing on the adequacy of your Insurance Program during the period of insurance. Your Insurers have assessed and accepted the risks on the basis of the information previously given and any variation of these details could prejudice a claim.

In general terms, these alterations include:

- Acquisition of new companies and/or mergers or divestitures in which you are involved in Australia or overseas.
- Purchase, construction or occupancy of new premises: vacation, temporary un-occupancy, demolition, extension or alteration of existing premises.
- Increase in values in excess of insured limits for Buildings, Plant and Stock.
- Substantial removal of stocks or equipment to other locations.
- *Contractual liabilities, including leases, hiring agreements and the like.
- *Hire, lease or borrowing of plant or equipment, charter of aircraft or waterborne craft.
- *Granting of indemnities or hold harmless agreements.
- Substantial changes in processes, occupancy, products, or extension of business operations.
- Alterations, amendment to or disconnection of fire or burglary protection systems.
- Proposed installation of pressure plant or new key machines.
- If Fidelity Guarantee is insured, any alteration to the system of checks, supervision, audits and the like must be advised to Insurers immediately.
- Any new Joint Venture.
- Issuance of any shares, debentures, ADR's, etc.; issuance of a prospectus or Information Memorandum; listing on a stock exchange; issuance of a public or private offering.

Note: (*) The agreements referred to above often contain obligations which are not immediately obvious. It is important that these agreements be referred to us so that we may assess the extent of your liability and determine whether your policies provide adequate cover.

Building/Work

We would appreciate early advice of plans for new buildings or substantial alterations so that we may advise on suitable insurance and indemnity clauses to be included in the contract for your protection. We will also advise on the most economical approach to insurance and standards of protection and security.

Summary of Classes of Insurance Available

These are the types of insurance policies that are available and may include those which you have already purchased.

This list is not comprehensive, so if you have any other specific insurance needs please contact your broker at Marsh Advantage.

A broader outline of these classes is also available upon request or via our website www.marshadvantage.com.au.

LIABILITIES (OTHER THAN AVIATION AND MARINE)

- Asbestos Removal and Demolition
- Association Liability (Not-for-Profit incorporating PI and D&O)
- Clinical Trials Liability
- Commercial Structural Defects (Building Practitioners VIC, TAS)
- Compulsory Third Party (CTP)
- Contractual Liability Extension to waive Contractual Liability policy exclusions
- Cyber Crime
- Directors and Officers Liability (D&O) Supplementary Legal Expenses
- Directors and Officers Liability
- Employment Practices Liability
- Employers' Indemnity Industrial Diseases (WA)
- Environmental Impairment (EIL)
- Extra Territorial Workers' Compensation
- Information Technology
- Intellectual Property
- Investment Managers Insurance
- Legal Expenses
- Libel and Slander / Defamation
- Malicious Product Tamper / Accidental Contamination
- Management Liability
- Medical Malpractice
- Product Guarantee
- Product Liability
- Product Recall
- Professional Indemnity
- Prospectus Liability
- Public Liability and Products Liability Combined
- Pollution Legal Liability (PLL)
- Pollution Contractor's Legal Liability (CPL)
- Queensland Electrical Consumer Protection Insurance
- Statutory Liability
- Trustees Liability / Superannuation Trustees Liability
- Umbrella Liability
- Victorian Plumbers Liability
- Workers' Compensation (All States and Territories)

MATERIAL DAMAGE / BUSINESS INTERRUPTION (BI)

- Accidental Damage Extension
- Accounts Receivable
- BI Additional Increased Cost of Working Extension
- BI Advance Profits new buildings / operations
- BI Contractual Commitments Extension
- BI Customers and Suppliers Premises Extensions
- BI Loss of Profits / Revenue
- BI Machinery Breakdown
- BI Prevention of Access Extensions
- BI Public Utilities Extension
- BI Wages and Salaries
- Boiler and Pressure Vessel Explosion
- Burglary (including theft without forcible entry extension and theft of property in the open air)
- Computer (Electronic Breakdown and Additional Expenditure)
- Contract Works / Advance Consequential Loss
- Fire and Specified Perils
- Flood Extensions
- Gates, Fences, Retaining Walls and Property in Open Air inclusion Extension
- General Property (or Special Risks)
- Glass Breakage
- Goods in Cold Storage
- Householders
- House Owners
- Industrial Special Risks (ISR)
- Machinery Breakdown
- Money - at Employee Residences, in Transit, on Business Premises etc.
- Motor - inclusion of Dangerous Goods Code (Liability for Property Damage)
- Motor Vehicle
- Storm Surge Extension
- Terrorism Property Damage Wrap Cover
- Weather and Energy Special Products (WESP)

OTHER CLASSES

- Bankers Blanket Bond
- Bloodstock
- Computer Crime
- Consumer Credit
- Contract Penalties
- Control of Gas and Oil Wells
- Credit (Bad Debts)
- Crime
- Crisis Management / Crisis Containment Expenses
- Crops (Growing)
- Cyber & Impaired Electronic Access (Liabilities)
- Electronic Systems / E-Commerce & Trading, Damage and Business Interruption (Other)
- Event Cancellation and Non-Appearance
- Export Credit
- Fidelity Guarantee (also refer Crime)
- Fine Arts Risks
- Forged Share Transfer
- Home Warranty (ACT, NSW, SA, TAS, VIC, WA)
- Jewellery – Wholesale and Retail Jewellers
- Livestock
- Pluvius or Weather
- Privacy Liability & Notification Costs (Liabilities)
- Representations and Warranties (Takeover)
- Strata Title
- Surety Bonds (Contract and Commercial)
- Tax Audit Contingency
- Warranty or Extended Warranty

PERSONAL ACCIDENT, HEALTH AND LIFE INSURANCE

- Corporate and Personal Travel
- Expatriate Health Cover
- Group Health Benefits
- Group or individual Income Protection - Salary Continuance
- Group Journey Injury Cover
- Group Life and Total Permanent Disablement
- Group Personal Accident and Sickness
- Inpatriate Health Cover
- Key Person
- Kidnap, Ransom and Extortion
- Pilot - Loss of Licence Personal Accident
- Superannuation
- Trauma

MARINE CARGO / HULL AND LIABILITY INSURANCE

- Carriers Liability - Carriers
- Commercial Hull
- Container Liability
- Freight Forwarders Liability
- Loss of Hire / Loss of Earnings (Hull)
- Manufacturers Output / Stock Throughput
- Marine Bunkers
- Marine Cargo and Transit
- Marine Charterers Liability
- Marine Consequential Loss / Advance Consequential Loss
- Marine Contractors Liability
- Marine Pollution Liability
- Marine Protection and Indemnity
- Marine Professional Negligence
- Pleasure Craft
- Port Authority Liabilities
- Removal of Wreck and / or Debris
- Seafarers Compensation
- Ship Builders Risks
- Ship Refuelling Liability
- Ship Repairers Legal Liability
- Stevedoring Liability
- Terminal Operators Liability
- Wharfingers Liability

AVIATION AND LIABILITY INSURANCE

- Aircraft Hull and Liabilities
- Aircraft Hull Deductible
- Aircraft Hull War and Allied Perils
- Airport Owners and Operators Liability
- Aviation Liabilities
 - Ground Service Providers
 - Security Services
 - Refuellers
 - Repairers
 - Products e.g. Manufacturers etc.
- Carriers Liability Aviation
- Excess AVN52 War and Terrorism (Aviation Liabilities)
- Hangar Keepers Liability
- Non Owned Aircraft Liability
- Non Owned Liability Insurance (Aviation including Charterers)

Note: Inclusion of a particular policy type on this list does not imply such cover is readily available nor is the list intended to reflect all exposure or risks. Furthermore it is compulsory for employers to have Workers' Compensation insurance in all states / territories where employees are hired. Marsh Advantage can assist you with related issues such as programs to reduce your claims costs and future Workers' Compensation premiums.

IMPORTANT NOTICES

Before you instruct us to arrange your insurance, please read these important notices which:

- Outline your rights and obligations in relation to entering into contracts of general insurance
- Provide details of who to contact at Marsh Advantage Insurance should you have problems with any of our services
- Detail how we manage your personal and private information

If you have any questions, or need to make a declaration, contact your Marsh Advantage Insurance Adviser.

GENERAL NOTICES

These notices are applicable to all types of general insurance policies.

Disclosure

Your Duty of Disclosure – contracts of general insurance subject to the Insurance Contracts Act, other than eligible contracts of insurance (see below)

Before you enter into an insurance contract, you have a duty to tell the insurer anything you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms.

You have this duty until the insurer agrees to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- they know or should know as an insurer; or
- they waive your duty to tell them about.

If you do not tell the insurer something

If you do not tell the insurer anything you are required to, they may cancel your contract or reduce the amount they pay you if you make a claim, or both.

If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

Your Duty of Disclosure – eligible contracts of insurance subject to the Insurance Contracts Act (i.e. a policy where one of the insureds is an individual and the contract is wholly one or more of the following types – motor vehicle, home buildings, home contents, accident and sickness, consumer credit and travel insurance)

When first entering into eligible contracts of insurance with a new insurer

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984.

If you do not tell the insurer something

If you do not tell the insurer anything you are required to tell them, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both.

If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

Renewal of eligible contracts of insurance with the same

Before you renew an eligible contract of insurance, you have a duty of disclosure under the Insurance Contracts Act 1984.

If the insurer asks you questions that are relevant to their decision to insure you and on what terms, you must tell them anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also the insurer may give you a copy of anything you have previously told them and ask you to tell them if it has changed. If the insurer does this, you must tell them about any change or tell them that there is no change.

If you do not tell the insurer about a change to something that you have previously told them, you will be taken to have told them that there is no change.

You have this duty until the insurer agrees to renew the contract.

If you do not tell the insurer something

If you do not tell the insurer anything you are required to tell them, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both.

If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

Your Duty of Disclosure – Other Contracts

Please note that in relation to policies which are not governed by the Insurance Contracts Act 1984 such as marine insurance (other than marine inland transit insurance and pleasure craft insurance) and insurance required by statute, the insured still owes a duty of disclosure to the insurer. This is a duty to disclose to the insurer before the contract is concluded, every material circumstance which is known to the insured. Every circumstance is material which would influence the judgment of a prudent insurer in fixing the premium or determining whether they will take the risk. The insurer may avoid the contract from inception if the insured fails to make such disclosure. In the case of insurance required by statute, such as compulsory third party motor vehicle insurance, the insurer may have rights of recovery against the insured in the event of misrepresentation, misstatement or non-disclosure.

Disclosure – Subsidiary & Associated Companies

Your Duty of Disclosure - Cover which is arranged for subsidiary and/or associated companies in addition to named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is

made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

Utmost Good Faith

Every insurance contract is subject to the doctrine of utmost good faith, which requires that parties to the contract should act toward each other honestly and fairly, avoiding any attempt to deceive in assuming and performing contractual obligations.

Failure to do so on the part of the insured may permit the insurer to refuse to pay a claim or to cancel the policy or both.

Essential Reading of Policy Wording

We will provide you with a full copy of your policy as soon as it is received from the insurer.

It is essential that you read this document without delay and advise Marsh Advantage Insurance in writing of any aspects which are not clear or where the cover does not meet with your requirements.

Change of Risk or Circumstance

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any:

- Mergers or acquisitions
- Changes in occupation or location
- New products or services
- New overseas activities

If you are in doubt as to whether to notify your insurer of a change in business operations, please consult Marsh Advantage Insurance.

Please note that your duty to disclose applies also when you amend, alter, vary or endorse a policy.

Subrogation

Some policies contain provisions that either exclude or reduce the insurer's liability for a claim if you waive or limit your rights to recover damages from another party in relation to any loss.

You may prejudice your rights with regard to a claim if, without the prior agreement from your insurers, you make any agreement with a third party that will prevent the insurer from recovering the loss from that, or another party.

If you have such agreements, we may be able to negotiate with the insurer to permit them and therefore we request you advise Marsh Advantage Insurance of their existence.

Examples of such agreements are the "hold harmless" clauses which are often found in leases, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts. If you are in doubt, please consult Marsh Advantage Insurance.

Un-named Parties

Most policy conditions will exclude indemnity to other parties (e.g. mortgagees, lessors, principals, etc.) unless their interest is properly noted on the policy. If you require the interest of a party other than the named insured to be covered, you must specifically request this.

General Advice Warning

It is important that you understand and are happy with the policies Marsh Advantage Insurance can arrange for you. Any recommendations we have made have been based on a consideration of the premium quoted and the scope of cover offered by an insurer. We can give you general information to help you decide but unless we have specified otherwise, we have not advised you on whether the terms are specifically appropriate for your individual objectives, financial situation or needs. We therefore recommend that you should carefully read the relevant Product Disclosure Statement and other information we provide before deciding.

Privacy Notice

Marsh Advantage Insurance Pty Ltd (ABN 31 081 358 303 AFS licence number 238 369) and our associated entities value the privacy of your personal information and we are committed to handling your personal information in a responsible way in accordance with the Australian Privacy Principles (APPs) and the Privacy Act 1988 (Cth). Full details of how, when and from where we collect, hold, use and disclose personal information is available in our Privacy Policy at the Legal Notices section of marshadvantage.com.au.

Our Privacy Policy also contains information about how you may complain about a breach of the APPs and our complaint handling process.

In the course of performing our business activities including providing insurance and risk services such as arranging insurance policies and advising on insurance options, reinsurance, managing claims or consulting on other risks for our clients and those of our associated entities, insurers and other insurance intermediaries we (and our authorised agents) may collect or disclose your personal information from or to other persons, which include:

- a person authorised by you;
- a third party such as your employer;
- our employees, authorised representatives, associated entities and contractors and other business support service providers for the purposes of the operation of our business;
- insurers, reinsurers; other insurance intermediaries and premium funders;
- persons involved in claims such as solicitors, assessors, repairers, builders, investigators, your employer or medical practitioners and rehabilitation providers; or
- government bodies, regulators, the Financial Ombudsman Service, law enforcement agencies and any other parties where required or authorised by law.

Marsh Advantage Insurance may also collect and disclose your personal information for other purposes as outlined in our Privacy Policy, which includes marketing activities. We will only use and disclose your personal information for a purpose permitted by law or that you would reasonably expect. We will request your consent for any other purpose. When you give Marsh Advantage Insurance personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes for which we use it, the types of third parties we disclose it to and how they can access it (as described in this notice). If it is sensitive information we rely on you to have obtained their consent

to these matters. If you have not done these things, you must tell us before you provide the relevant information. If you do decide not to provide us with the information required we may not be able to provide a service or arrange a product.

Your personal information may be disclosed to our associated entities, service providers, insurers, reinsurers and other insurance intermediaries located in countries outside of Australia. The countries this information may be disclosed to will vary from time to time, but may include the United Kingdom, the United States, Canada, India for business support services and international insurance market hubs in Bermuda, Brazil, China, Dubai, Hong Kong, Ireland, Japan, Singapore, South Korea, United Kingdom, and the United States. We take reasonable steps to ensure that overseas recipients of your information do not breach the privacy obligations relating to your personal information.

By continuing to engage us, you confirm that you have read this Notice and the Marsh Advantage Insurance Privacy Policy available on our website and you authorise and consent to Marsh Advantage Insurance collecting, holding, using and disclosing any personal information related to your application for insurance in accordance with those terms, including for the purposes explained and to the persons and authorised third parties identified. You may modify or withdraw your consent at any time by contacting our Privacy Officer (whose details are outlined in the Privacy Policy and Notices). If you do not give us consent or subsequently modify or withdraw your consent, we may not be able to provide you with the products or services you want.

If you have any questions or comments in relation to Privacy or if you wish to access your personal information or update it please contact:

The Privacy Officer
Marsh Advantage Insurance Pty Ltd
ABN 31 081 358 303
PO Box H176, Australia Square NSW 1215
Tel: 02 8864 7688
Email: privacy.australia@marsh.com

What should you do if you have a complaint?

If you have a concern about your insurance and/or the standard of service please contact Marsh Advantage Insurance. Please refer to the ("What should you do if you have a complaint?") section of the Financial Services Guide

- The date from which Average/Co-Insurance would apply - is it the date of loss/damage or the date of commencement of your current policy?
- The type of cover - for example, if your policy is arranged so that cover is on a "maximum loss" basis, then any average/Co-Insurance clause will still relate to the full value of the property insured.
- The most critical factor in determining the full value of the property insured is the basis of valuation - is the property insured on the basis of "Indemnity" or "Reinstatement /Replacement"?
- "Indemnity" means - placing the insured in the same financial position after the loss, as applied

for details on how Marsh Advantage Insurance handle complaints and who to contact.

Trade Sanctions

Marsh Advantage Insurance is unable to provide insurance or reinsurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Marsh Advantage Insurance or its affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

POLICY SPECIFIC NOTICES

The following notices apply to specific insurance policies and your broker will advise if they are applicable to you. We recommend that you read these notices in the event that they do apply.

Average/Co Insurance Business Interruption Insurance

Some policies contain an Average/Co-Insurance clause, which is fully set out in the "Basis of Cover" or "Policy Specification" of the policy. For the types of cover usually provided, the Average/Co-Insurance calculation is arrived at by applying the Rate of Gross Profit; Revenue or Rentals (as applicable) to the Annual Turnover, Revenue or Rentals (as applicable); these factors first being appropriately adjusted as provided for in the "Trend of Business" or "Other Circumstances" clause.

If you are in any doubt about the application of this clause to your policy, please contact Marsh Advantage Insurance for assistance.

Average/Co-Insurance (other than Business Interruption Insurance)

Some policies contain an Average/Co-Insurance clause, which means that you must insure for the full value of the property insured. If you under insure, your claim may be reduced in proportion to the amount of the under insurance.

The calculation of "full value" for the purposes and application of the Average/Co-Insurance clause varies from policy to policy. These variables must be taken into account when calculating the "full value" of your property and you are asked to check with your contact in Marsh Advantage Insurance in order to review these if you are in any doubt.

For example, you may need to establish with us:

before the loss i.e. the Insured does not receive new for old.

- "Reinstatement/Replacement" means – replacing the property destroyed or restoring the damage in new materials without any deduction for depreciation.

The basis of valuation applicable to your policy is specified in documentation provided to you.

A simple example, illustrating the basic principle, application and effect of the Average/Co- Insurance clause is as follows:

- Full Value at policy commencement date
\$1,000,000

- Sum Insured at policy commencement date
\$700,000
- \$700K/\$1M – insurer pays 70% of
any insured loss & insured retains
balance of 30%
- Amount of Claim, say \$100,000
- Amount payable by Insurers as a
result of the application of Average /
Co-Insurance (being 70% of \$100,000)
\$70,000

Claims made during the Period of Insurance

Some policies provide cover on a “claims made” basis. This means that claims first made against you AND reported to the insurer during the period of insurance are covered irrespective of when the act causing the claim occurred, subject to the provisions of the Prior and Pending Litigation Date stated in the Schedule.

Please note the effect of Section 40(3) of the Insurance Contracts Act 1984. If you become aware of facts that may give rise to a claim, and you give written notice to the insurer of those facts as soon as possible (and before the policy period expires), then the insurer may not deny liability for that claim, when made, solely because it was made after the expiry of the policy period.

For this reason, you must advise the insurer in writing of all incidents that may give rise to a claim against you without delay after such incidents come to your attention and prior to the policy's expiry date.

Retrospective Cover

Some policies do not provide cover in respect of claims arising out of acts committed prior to any “Retroactive Date” specified in the policy wording unless you specifically request and obtain this cover. An additional premium may apply to any extension to the retroactive date.

Unauthorised Foreign Insurer Notices

Your insurance contract(s) is / are proposed to be placed with (or partly with) an unauthorised foreign insurer that is not located in Australia or authorised under the Insurance Act 1973 to conduct insurance business in Australia.

Such insurers are not subject to the provisions of the Insurance Act 1973, which establishes a system of financial supervision of general insurers in Australia by the Australian Prudential Regulation Authority (APRA).

You should consider whether to obtain further information from us on matters such as:

- the name and postal address of the insurer;
- the country of incorporation of the insurer and whether that country has a scheme of financial supervision of insurers;
- the paid up capital of the insurer;
- its rating by a credit rating agency;
- which country's laws apply to the policy and will determine disputes under the contract.

Events Occurring Prior to Commencement

Some policies provide cover on an “occurrence” basis. Your attention is drawn to the fact that such policies do not provide indemnity in respect of events that occurred prior to commencement of the contract.

Not a Renewable Contract

Some policies terminate on the date indicated. We emphasise that such a policy is not a renewable contract. If you require similar insurance for any subsequent period, you will need to complete a new proposal so that terms of insurance and quotation/s can be prepared for your consideration prior to the termination of the current policy.

Underwriting Binder

When arranging insurance, some insurers give us an authority to effect the contract of insurance with you as its agent and not yours. Whenever this applies, we will inform you of this.

Claims Binder

Some insurers give us an authority to deal with or settle claims under the policy and in doing so we will be acting as the agent of the insurer and not yours. Whenever this applies, we will inform you of this.

Workers Compensation

If you have arranged a business package or composite type policy through Marsh Advantage Insurance it will not include Workers' Compensation insurance. This must be arranged as a stand-alone contract as per the various State/Territory legislative requirements. It is compulsory for employers to have Workers' Compensation insurance in place to cover work related injuries to their employees and workers. You must also ensure your agents; employees and contractors meet all of these requirements. If you are in doubt regarding this notice, please contact Marsh Advantage Insurance for assistance.

ACT Workers' Compensation

The ACT Default Insurance Fund (DI Fund) levy covers the cost of uninsured employers' claims on the DI Fund. The cost was previously incorporated into the total premium payable by all ACT Employers and is now separated out of premium and shown as a levy.

Placement with Lloyds

If your policy is underwritten by certain underwriters at Lloyd's, the following will apply:

The insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscription. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

Lloyd's Binders – What to do if you have a complaint

If certain underwriters at Lloyd's have given us authority to effect the contract of insurance and you have a complaint, please read below.

About Lloyd's

Since the late seventeenth century, the name Lloyd's has been synonymous with insurance. Many of the world's leading underwriters are based at Lloyd's. The market is internationally renowned and has an impeccable claims record.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia, and strives to comply with the agreement we have made under the General Insurance Code of Practice.

Our aim is to provide the highest service to our Australian policyholders and, to this end, we have developed the following procedures for the fair handling of complaints from Lloyd's policyholders.

How can we help you?

There are established procedures for dealing with complaints and disputes regarding your policy or claim. All policyholders can take advantage of the complaints service, as can third-party motor vehicle claimants who are uninsured and where the amount in dispute is less than \$3,000.

Step 1

Any enquiry or complaint relating to a Lloyd's policy or claim should be addressed to either your Lloyd's insurance intermediary ("the coverholder") or to the administrator handling your claim in the first instance – in most cases this will resolve your grievance.

They will respond to your complaint within 15 business days provided they have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, they will agree to reasonable alternative timeframes with you. You will also be kept informed of the progress of your complaint.

Step 2

In the unlikely event that this does not resolve the matter or you are not satisfied with the way your complaint has been dealt with, you should contact:

Lloyd's Australia Limited. Level 21 Angel Place
123 Pitt Street
Sydney NSW 2000
Telephone: (02) 9223 1433
Facsimile: (02) 9223 1466
Email: idraustralia@lloyds.com

When you lodge your dispute with us, we will usually require the following information:

- Name, address and telephone number of the policyholder.
- The type of insurance policy involved
- Details of the policy concerned (policy and/or claim reference numbers, etc).
- Name and address of the insurance intermediary through whom the policy was obtained.
- Details of the reasons for lodging the dispute _ Copies of any supporting documentation you believe may assist us in addressing your dispute appropriately.

Following receipt of your dispute, you will be advised whether your dispute will be handled by either Lloyd's Australia or the Policyholder & Market Assistance Department at Lloyd's in London:

- Where you are a retail client and your dispute is eligible for referral to the Financial Ombudsman Service (FOS), your dispute will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with your dispute.
- Where you are a retail client and your dispute is not eligible for referral to the FOS, or where you are a wholesale client, Lloyd's Australia will refer your dispute to the Policyholder & Market Assistance Department at Lloyd's, who will then liaise directly with you.

How long will the Step 2 process take?

Your dispute will be acknowledged in writing within 5 business days of receipt, and you will be kept informed of the progress of our review of your dispute at least every 10 business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases you will receive a full written response to your dispute within 15 business days of receipt, provided we have received all necessary information and have Completed any investigation required.

Step 3

If your dispute is not resolved in a manner satisfactory to you, we will then provide retail clients eligible for referral to the FOS with details of that body. FOS is an independent body that operates nationally in Australia and aims to resolve disputes between you and your insurer. Your dispute must be referred to the FOS within 3 months of the date of our final decision.

Retail clients not eligible for referral to the FOS, and wholesale clients, may be eligible for referral to the Financial Ombudsman Service (UK). Such referral must occur within 6 months of the final decision by the Policyholder & Market Assistance Department at Lloyd's. Further details will be provided by the Policyholder & Market Assistance Department with their final decision to you.

How much will this procedure cost you?

This service is free of charge to policy holders

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