

# Golfers Personal Insurance Plan

## Product Disclosure Statement



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# About our Golfers Personal Insurance Plan

## About Zurich

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

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurance provider with a global network of subsidiaries and offices. With about 55,000 employees, the Zurich Insurance Group delivers a wide range of general insurance and life insurance products and services for individuals, small businesses, and mid-sized and large companies, including multinational corporations, in more than 170 countries.

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 One Underwriting Pty Ltd, ABN 50 006 767 540, AFS Licence Number 236653.

Throughout this document when we are referring to One Underwriting Pty Ltd, we may simply refer to them as your intermediary.

If you are interested in buying this product, you should contact your intermediary. Your intermediary can help you tailor your insurance policy to best suit you. If you then decide to apply for insurance and we accept your proposal, One Underwriting 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 us at the address or telephone number 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) *cover sections* which you can select, and the individual covers are 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 10.

## 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 to 20) 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. 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 One Underwriting 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 changes advised by us or One Underwriting 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 (e.g. 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, i.e. 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 over 85 years of age 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.

Some may not be relevant, however, you and *your members* should make yourselves aware of all the exclusions. Please refer to the General Exclusions on pages 10 and 11, and the exclusions in each section of the policy, located under the headings 'Provided that' on pages 13, 15 and 16.

### **General Terms and Conditions**

The policy contains terms and conditions with which you need to comply. The General Terms and Conditions are set out on pages 11 and 12. The terms and conditions specific to each section of the policy are set out under the heading 'Provided that' on pages 13, 15 and 16. 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

For *clubs* who are not a natural person, before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

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

You do not need to tell us anything that:

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

## Individuals

If the *club* is a natural person, a different duty of disclosure to the one set out above applies to you. Contact your intermediary or us to ensure you are notified of your duty.

## If you do not tell us something

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

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

## 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 One Underwriting 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.

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.

## 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 premium paid, unless you have:

- made a claim or become entitled to make a claim under your policy; or
- 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 11.

## Privacy

Zurich is bound by the Privacy Act 1988. We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about you ('your details') to assess applications, administer policies, contact you, enhance our products and services and manage claims ('Purposes'). If you do not provide your information, we may not be able to do those things. By providing us, our representatives or your intermediary with information, you consent to us using, disclosing to third parties and collecting from third parties your details for the Purposes.

We may disclose your details, including your sensitive information, to relevant third parties including your intermediary, affiliates of Zurich Insurance Group Ltd, other insurers and reinsurers, our service providers, our business partners, health practitioners, your employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain your details from relevant third parties, including those listed above. Before giving us information about another person, please give them a copy of this document. Laws authorising or requiring us to collect information include the Insurance Contracts Act 1984, Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at [www.zurich.com.au](http://www.zurich.com.au) or by telephoning us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of your details are likely to be located. It also sets out how we handle complaints and how you can access or correct your details or make a complaint.

## General Insurance Code of Practice

We are signatories to the General Insurance Code of Practice which was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

You can obtain more information on the Code and how it assists you by contacting us.

## Complaints and Disputes Resolution process

If you have a complaint about an insurance product we have issued or service you have received from us, please contact your intermediary to initiate the complaint with us. If you are unable to contact your intermediary, you can contact us directly on 132 687.

We will respond to your complaint within 15 working days. If you are not satisfied with our response, you may have the matter reviewed through our internal dispute resolution process, which is free of charge.

If you are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, you may refer the matter to the Financial Ombudsman Service (FOS) Australia, an independent and external dispute resolution scheme.

The FOS Australia is free of charge to you. FOS Australia contact details are:

The Financial Ombudsman Service Limited  
Post: GPO Box 3, Melbourne, Victoria 3001  
Freecall: 1800 367 287 or 1800 FOS AUS  
Website: [www.fos.org.au](http://www.fos.org.au)  
Email: [info@fos.org.au](mailto:info@fos.org.au)

## Financial Claims Scheme

Zurich is an insurance company authorised under the Insurance Act 1973 to carry on general insurance business in Australia. As such, we are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme (FCS), which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 13 10 60.

## Headings

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

## Updating this PDS

The information in this PDS is up to date at the time it is prepared. 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, we will update this information on our website at [www.zurich.com.au](http://www.zurich.com.au). A paper copy of the updated information will be available free of charge upon request, by *contacting your intermediary* or us by using our contact details on the back cover of this PDS. Please note that we may choose to issue a new or supplementary PDS in other circumstances.



# Benefits of cover available

The following table shows highlights of some of the major benefits available under the policy. Exclusions, limits and conditions apply so please refer to each *cover section* for full details of coverage.

Summary of covers available	Benefits of cover available	Page no
<b>Sporting Equipment Cover</b>		
Covers your members anywhere in Australia for the loss of, or damage to, their sporting equipment	Up to \$5,000	13
<b>Extension of Cover</b>		
Your members' motorised golf carts can be covered	Up to amount shown on your schedule	13
<b>Legal Liability Cover</b>		
Covers your members legal liability while they are on golf club grounds	Up to \$20 million any one occurrence	15
<b>Personal Accident Cover</b>		
If your member sustains an injury as a result of an accident which occurs on golf club grounds, we will pay your member the amount listed beside the relevant event, under the 'List of benefits' we pay	<b>Emergency transport</b> Up to a maximum amount of \$3,000 for emergency transportation of your member after an accident which is covered by this policy	17
	<b>Funeral expenses</b> \$5,000 for funeral expenses where the death of your member is covered by this policy	17
	<b>Modification expenses</b> Up to a maximum of \$10,000 for your member modifying their home, motor vehicle or relocating your member to a suitable home after a 100% capital benefit is payable (other than death) under Part B	17
	<b>Accommodation expenses</b> Up to a maximum of \$3,000 for reasonable accommodation costs incurred by the spouse and their children, if your member after an accident who is covered by this policy and requires to be an in-patient of a hospital, and that hospital is more than 150 kilometres from your members home	17
	<b>Part A</b> Minor injuries up to \$3,000 as per the 'List of benefits' we pay	17
	<b>Part B</b> Death, major injuries and temporary total disablement up to \$100,000 as per the 'List of benefits' we pay	19

# Golfers Personal Insurance Plan

## Policy Wording

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 *cover 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*.

#### **Cover Section**

*cover section* means the individual coverage that we give you that attaches to and forms part of your policy when this is shown in the *schedule*, for example Sporting Equipment Cover or Personal Accident Cover.

#### **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 recognised golf club or recognised driving range in Australia. If associated sporting members are included on the *schedule*, the precincts of a recognised 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 *cover 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 *cover sections* of this policy.

### **Cancellation**

If, for any reason you wish to cancel this insurance, contact One Underwriting 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 (Cth). 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.

### **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.

### **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 your intermediary.

### **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.

### **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 (Cth), 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.

### **Sanctions regulation**

Notwithstanding any other terms or conditions under this policy, Zurich shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to you or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of yours would violate any applicable trade or economic sanctions, law or regulation.

# Section 1 – Sporting Equipment Cover

## Introduction

This *cover section* only forms part of your policy when Section 1 – Sporting Equipment Cover is shown in the *schedule* and is limited to the *period of insurance* indicated.

## 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:
  - (a) 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 6% up to a total deduction of 60%; or
  - (b) 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 6% up to a total deduction of 60%; 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:
  - (a) 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 6% up to a total deduction of 60%; or
  - (b) if the equipment was purchased second-hand we deduct 6% per year for the first five (5) years after purchase (i.e. 30% after five (5) years). For each year after, we deduct a further 6% up to a total deduction of 60%; or
- pay *your member* the cost (as calculated above) of such replacement or repair, whichever is the lesser.

## Provided that

Provided that:

1. cover for each *period of insurance* for each of *your members* under this *cover 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 e.g. 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

## Introduction

This *cover section* only forms part of your policy when Section 2 – Legal Liability Cover is shown in the *schedule* and is limited to the *period of insurance* indicated.

## 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

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, unless the injured family member is also classified as *your member* playing in a recognised *club* event; 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 (i.e. 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

## Introduction

This *cover section* only forms part of your policy when Section 3 – Personal Accident Cover is shown in the *schedule* and is limited to the *period of insurance* indicated.

## 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

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* 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.

## Extensions of cover

The following 'Extensions of cover' are payable in addition of the sum insured:

### 1. 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.

### 2. Funeral expenses

We will pay \$5,000 for funeral expenses where the death of *your member* is covered by this policy.

### 3. Modification expenses

Where a capital benefit of 100% is payable (other than for death), we will pay for the costs necessarily incurred by *your member* in modifying their home, motor vehicle or relocating *your member* to a suitable home to a maximum amount of \$10,000.

### 4. Accommodation expenses

If *your member* reasonably needs to be admitted as an in-patient of a hospital, which is more than 150 kilometres from *your member's* home, we will pay the reasonable accommodation costs incurred for his or her spouse and children 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

Event	Benefit we pay
<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

**Event** **Benefit we pay**  
**Knee injury**

If *your member* has a knee injury:

Full knee reconstruction .....	\$2,000
Torn ligament .....	\$300

**Event** **Benefit we pay**  
**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.

**Event** **Benefit we pay**  
**Suturing and internal injuries**

If <i>your member</i> requires surgery .....	\$2,000
If <i>your member</i> ruptures an internal organ .....	\$1,250 for each organ
If <i>your member's</i> wound needs suturing (stitching) .....	\$15 per stitch

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

**Event** **Benefit we pay**  
**Physiotherapy**

If *your member* requires treatment as a result of any Event covered above:

Physiotherapy costs .....	\$1,000
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# 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

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

<b>Event</b>	<b>Benefit we pay</b>
If <i>your member</i> 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****Temporary total disablement**

(payments under this category cease once *your member* reaches age 65).

- If *your member* is self-employed or gainfully employed

\$500 per week or their *earnings* (whichever is the lesser) for each week of such disablement up to 104 weeks.

**OR**

- If *your member* is not self-employed or gainfully employed or is not a full time student and *your member* is unable to care for them self and/or their *pre-school children*.

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.

**OR**

- If *your member* 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.

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