



Football NSW Limited

Associations/Clubs Insurance Handbook

31 October 2023 to 31 October 2024



Building loyal partnerships



Building loyal partnerships

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1 Introduction

The purpose of this manual is to provide information on the **Football NSW Limited** (Football NSW) Insurance Program.

The program includes Group Personal Accident for registered players and non-playing officials including team managers, referees, coaches, committee members, directors, office bearers, administrators, selectors, medical officers, physiotherapists, ambulance officers, voluntary workers and other match officials. The program also includes Public & Product Liability including Professional Indemnity and Management Liability policies. This manual also includes the procedure for making a claim.

The insurance provides a basic level of cover for players, coaches and officials affiliated with Football NSW. The level of benefits will not be adequate for all participants and the individual needs and circumstances of each insured person have not been considered when arranging the insurance. Therefore, **all players, coaches, officials and other insured persons should consider the adequacy of the coverage against their needs and circumstances, and we recommend considering Private Health Insurance, Life Insurance and ‘top up’ cover over and above the cover provided by these insurances.** Gow-Gates Insurance Brokers can assist with ‘top up’ covers and other insurance requirements.

Copies of the current policy wordings are included in the Appendix of this manual, and we request you read these and understand the insurance cover, terms and conditions. If there are any aspects of these policies that you do not understand, please contact Gow-Gates.

Please also refer to the Group Personal Accident 'Product Disclosure Statement and Policy Wording' in the appendix of this manual. This is an important document, and you should read it carefully and contact us should you have any questions regarding it.

Further information can be found on the Gow-Gates sports website for Football [FOOTBALL NSW \(gowgatessport.com.au\)](http://FOOTBALL.NSW(gowgatessport.com.au))

The information shown here (apart from the actual policy documents) is prepared as a guide only and in no way affects, alters, or overrides the Terms, Conditions and Limitations of the Policies that set out the basis of the Insurance. For full details of cover, terms and conditions refer to the policy documents included in the appendix of this manual.

2 Arranging / Administering Insurance Cover

The Football NSW Insurance Programme has been arranged on behalf of all Insured Persons. The programme consists of four sections: Group Personal Accident, Public & Product Liability, Professional Indemnity and Management Liability. The programme extends to include the participating Member States & Territories, affiliated associations and their member clubs, players, and non-playing officials.

The period of insurance for all policies is **31st October 2023 to 31st October 2024**.

All clubs affiliated with Football NSW and their affiliated associations are automatically covered under the programme from their inception date.

It should be noted that all clubs and players must be appropriately registered and affiliated with Football NSW to be insured.

3 Who Is Covered?

The insurance programme defines the **Insured** as:

Football NSW Limited

and all affiliated clubs, branches, associations and their member club and referee branches.

In addition, the programme extends to provide cover to the following **Insureds and Insured Persons**:

- Any appropriately registered player of the Insured, or any other person actively engaged in and appropriately registered for the purpose of officiating or playing Football.
- Officials and/or Co-opted volunteers acting on behalf of the Insured.
- Coaches and Referees; and
- Directors, Officers, Committee Members and Employees.

Please refer to the relevant policy wording for further clarification and definitions of the Insured and Insured Persons under each policy of the programme.

4 Group Personal Accident

Who are the Insured Persons?

All Players and/or nonplaying officials including team managers, referees, trainers, coaches, masseurs, committee members, directors, office bearers, administrators, employees, executive officers, selectors, ball boys, medical persons, physiotherapists, ambulance officers, voluntary workers and any other match day officials of the Insured(s).

When Is Cover Provided?

Under the **Sports Personal Accident insurance**, cover is provided for Insured Persons whilst:

- a. Playing in official matches sanctioned by The Insured(s)
- b. Official training, trials or practice (including practice matches) sanctioned by The Insured(s)
- c. Engaged in fundraising activities for The Insured(s)
- d. Engaged in administrative or organised social activities of The Insured(s)
- e. Unpaid voluntary activities performed on behalf of The Insured(s)
- f. Travelling directly to or from or between activities described above from the Insured Person's normal place of residence, place of education or place of employment.
- g. all other travel including intrastate, interstate and overseas sanctioned by The Insured(s)

What Benefits Are Covered?

Capital Benefits

This section provides a lump sum benefit to Insured Person's that suffer **permanent injury or death**.

Death cover is limited to \$100,000 (for over 18 years old)

Death and Capital Benefits cover is limited to \$20,000 (for under 18 years old)

The maximum sum insured under this section is \$100,000 (\$750,000 for Paraplegia / Quadriplegia whilst playing / training).

There are percentages payable for various levels of injury as defined resulting in:

The Events	The Compensation
Injury as defined, resulting in:	
1. Death	100%
3. Permanent Paraplegia or Quadriplegia	100%
4. Permanent Total Loss of sight of both eyes	100%
5. Permanent Total Loss of sight of one eye	50%
6. Permanent Total Loss of use of two Limbs	75%
7. Permanent Total Loss of use of one Limb	35%
8. Permanent Total Loss of hearing in	
(a) both ears	75%
(b) one ear	25%
9. Permanent Total Loss of use of four Fingers and Thumb of either Hand	40%
10. Permanent Total Loss of use of four Fingers of either Hand	40%
11. Permanent Total Loss of use of one Thumb of either Hand	
(a) both joints	40%
(b) one joint	15%
12. Permanent Total Loss of use of Fingers of either Hand	
(a) three joints	40%
(b) two joints	14%
(c) one joint	5%
13. Permanent Total Loss of use of Toes of either Foot	
(a) all – one Foot	40%
(b) great – both joints	40%
(c) great – one joint	14%
(d) other than great, each Toe	4%

Non-Medicare Medical Benefits

Non-Medicare Benefits

This section reimburses up to 100% of the actual **Non-Medicare Medical Expenses** after deduction from any reimbursement by a Private Health Fund OR up to the maximum amount of \$5,000, whichever is the lesser.

Benefit Period (each and every claim)	52 weeks
Excess (each and every claim)	\$50
	Nil if Private Health Insurance

Non-Medicare Medical Expenses means:

- Expenses that are not subject to any full or partial Medicare rebate nor are they recoverable by You or the Insured from any other source and are incurred within twelve (12) calendar months of You sustaining Injury.
- They must be paid by You or the Insured on Your behalf and be for treatment certified necessary by legally qualified medical practitioner, to a registered Private Hospital, physiotherapist, chiropractor, osteopath, nurse or similar provider of medical services. In respect of physiotherapy related expenses, these expenses must be medically certificate by a Doctor or specialist as being necessary after every six (6) visits.

Non-Medicare Medical Expenses do not include any or part of any expenses for which a Medicare benefit is paid or is payable including the balance of monies due to be payable by You after deduction of any Medicare benefit or rebate from the actual expense incurred (commonly known as the "Medicare Gap").

The insurer will not reimburse:

1. any expenses recoverable by You or by the Insured from any other insurance scheme or any plan providing medical or similar coverage or from any other source except for the excess of the amount recoverable from such other insurance/plan or source.
2. any expense to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations made there under apply.
3. More than specified percentage of each claim less all deductions and the Policy excess.
4. Any expense which the Insurer is prohibited by law from paying

Due to the Section 67 of the National Health Act 1953 (as amended) or any of the regulations made there under apply, no cover is provided under this insurance for medical expenses which are payable (whether fully or partly) by Medicare (including the Medicare Gap).

Expenses that are generally **claimable** under this section are:

- Private Hospital Accommodation*
- Ambulance Transport Cost
- Chiropractic
- Dental Services (to sound and natural permanent teeth only, does not include first or milk teeth, dentures, implants and dental fillings)

- Ancillary Medical Procedures
- Theatre Fees in Private Hospital where a Medicare rebate is not available
- Orthotics, Splints and Prosthesis where an Insured Persons Medical Practitioner considers them medically necessary for the treatment of the Bodily Injury
- Hire of Artificial Aids certified as necessary by the Insured's Person's Medical Practitioner
- Physiotherapy Benefits**
- MRI Scan's***

*Emergency Department Private Hospital Admission Fees are payable up to a maximum of **\$375**

**In respect of physiotherapy related expenses, these expenses must be medically certified by a Doctor or Specialist as being necessary after six visits.

***MRI scans are generally claimable through Medicare, however sometimes the referrer and/or provide is not registered with Medicare, and the costs is claimable through the Group Personal Accident insurance.

Examples of expenses that are **not claimable** under this section include:

- Doctor's fees
- Surgeon and Surgeon's assistant fees;
- Anaesthetist fees;
- X-Rays;
- MRI Scans***
- Public Hospitals.

***MRI scans are generally claimable through Medicare, however sometimes the referrer and/or provide is not registered with Medicare, and the costs is claimable through the Group Personal Accident insurance.

Loss of Income

Weekly Benefit Maximum 85% of gross income or \$250 x 52 weeks (whichever is the lesser)

Excess 7 days

Accommodation and Transport Expenses

Accommodation and Transport Expenses means actual and reasonable transport and/or accommodation expenses incurred as a result of a Bodily Injury to a Covered Person. Maximum \$1,500.

Funeral Expenses

This section covers Funeral Expenses following compensation payable under Section A – Capital Benefits – Event 1. Maximum \$5,000

Please refer to the Policy Schedule and Policy Wording in the rear of this manual for full details of all benefits provided by the Group Personal Accident policy.

Overseas Cover

The Sports Personal Accident cover and Liability policies extend to cover insured players, coaches and officials whilst overseas as outlined above (the Liability policy excludes **USA and Canada**).

Liability cover is excluded in USA and Canada

Although the Group Personal Accident insurance provides limited cover for players overseas, it is recommended that additional Travel Insurance be effected for all players, coaches and officials to complement the cover provided. Travel Insurance policies generally provide high limits of medical expense cover (the policy limits medical expenses to \$5,000 per injury and does not include coverage for illness) as well as other covers such as baggage, money, loss of deposits, cancellation of travel, emergency assistance and repatriation, etc. If effecting travel insurance separately **it is important the policy does not exclude injuries arising from playing Football.**

Generally, a Travel Insurance policy can be arranged with an insurance company which compliments the existing Sports Personal Accident coverage and does not exclude injuries resulting from Football. Please contact Gow-Gates Insurance Brokers for further information.

Overseas Players

Special consideration should be given to players who are not residents of Australia and playing for your club. Although eligible for claims under the non-Medicare Benefits section of the policy, they may not be entitled to Medicare and could incur substantial medical expenses.

What Injuries are not covered?

The Group Personal Accident policy provides cover for injuries that occur accidentally whilst playing, training, officiating, and administering Football. The policy contains some exclusions. The **Exclusions** under this policy include but are not limited to:

No compensations are payable under this Policy for any Insured Event resulting from Injury:

1. Warm civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
2. The Insured Person engaging in any aerial activity, except as a passenger and not as a pilot or crew member in any aircraft licenced to carry passengers.
3. Intentional self-injury, suicide, or criminal or illegal act of the Insured Person who is the subject of the claim.
4. Pregnancy, childbirth or miscarriage.
5. Sexually transmitted disease or Acquired Immune Deficiency Syndrome (A.I.D.S) disease or Human Immunodeficiency Virus (H.I.V) infection. This Exclusion does not apply to Accidental H.I.V. Infection as described under Special Provisions – Additional Benefits 5. Accidental H.I.V Infection Benefit.
6. Covered by
 - a) Medicare
 - b) Any expenses recoverable from any other insurance scheme or any plan providing medical/physiotherapy or similar coverage or from any other source except for the excess of the amount recoverable from such other insurance/plan or source;
 - c) More than the specified percentage of each claim less all deductions and the Policy excess;
 - d) Any expense which We are prohibited by Law from paying.
7. Any expense to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations made thereunder apply;

5 How to Make a Claim

When one of your players is injured and a claim is to be submitted, the following process should be followed:

Step 1.

A claim can be lodged online here: <https://football.claimsgateway.com/login>

Step 2.

The insured person completes the Online Claims Submission (including the downloadable sections to be completed by your club).

Step 3.

The authorised club office bearer is required to sign and verify details stated on the claim form in the appropriate section of the claim form. Please note that it is the authorised club office bearer's responsibility to ensure that all questions are fully answered, and the claim form is signed.

Step 4.

Upload the signed documents and any claimable receipts in the Online Claims Portal to progress your claim.

All claims for the Loss of Income (Weekly Benefits) Benefit must contain the following information:

- They Physician's Statement will need to be completed by the main doctor, surgeon, or dentist.
- You will need to have your employer complete the Employer's Statement.

6 Public & Product Liability Policy (incl Professional Indemnity)

The Insurance Programme includes a Broadform Liability Policy. This policy has been designed to provide protection for Sporting Bodies, Associations and Clubs. The Broadform Liability Policy incorporates two types of cover;

- Part 1. Public and Products Liability Insurance, and
- Part 2. Professional Indemnity Insurance

Part 1. Public and Products Liability Insurance

When Is Cover Provided?

This policy provides indemnity to the Insured for all amounts which the Insured becomes legally liable to pay as compensation for personal injury, property damage, and/or advertising liability, happening during the period of insurance caused by an occurrence in connection with the Insured’s premises or business whilst participating or administering Football subject to the terms, conditions, provisions, exclusions, and limits of liability incorporated in the policy.

The indemnity provided under the policy protects the Association, Club and/or Insured Persons for the legal liability to third parties for:

- Personal Injury
- Property Damage
- Legal Defence Costs following an occurrence under the policy

Whilst actively engaged in all organised activities connected with the sport including responsibilities as landlord, tenants, property owners and organisers of social and fund-raising activities for and on behalf of the Insured(s).

The limits of liability under this policy are as follows;

Part 1. Public and Products Liability		
Cover	Limit of Liability	Excess
Public Liability	\$25,000,000 any one occurrence	Personal Injury – Nil Property Damage - \$1,000 each & every occurrence inclusive of Supplementary Payments
Products Liability	\$25,000,000 any one occurrence an in the aggregate for any one policy period	\$1,000 each & every occurrence inclusive of Supplementary Payments
Advertising Injury	\$30,000,000 any one occurrence	\$1,000 each & every occurrence inclusive of Supplementary Payments

There are limitations and restrictions on any insurance policy, and these are detailed further in the Policy Wordings in the appendix of this manual under Exclusions. We would however like to draw your attention to the following specific limitations and/or exclusions under the Public and Products Liability section of the policy:

a) Specified Activities Exclusion

This Policy does not cover liability in respect of Personal Injury, Property Damage or Advertising Liability arising out of or caused by or in connection with the following activities undertaken by or on behalf of the Insured;

Erection of temporary structures by the Insured.

However, this exclusion shall not apply to the Insured's vicarious liability where the Insured has engaged a third party to erect and dismantle temporary structures. It is further agreed this third party must provide proof of liability insurance.

Temporary Structures means any constructed or erected structure for the purpose of a viewing platform or filming of soccer. Temporary structures does not include any fixed structure

Please be aware that erecting your own temporary scaffolding/viewing platforms for the purpose of recording/watching football is not covered in the event of a claim arising out of third-party injury and/or property damage.

Utilising the services of a third-party entity to provide and erect these structures is covered under the policy for your vicarious liability in the event injury or property damage occurs. You must ensure your club sights and retain a copy of the providers Public and Products Liability Certificate of Currency.

We would recommend the following as good risk management practices:

- Third party providers to hold at least \$20,000,000 Public and Products Liability Insurance
- A clearance zone around any temporary structure, to ensure that in the event of collapse, no other spectators or personnel are within the vicinity.
- Structures to be assessed and tagged at regular intervals to ensure high levels of maintenance and safety.
- Temporary structures are assembled and disassembled frequently and not allowed to stand whilst not in use/required.
- Structures used are designed specifically for use as filming and/or viewing platform.
- Access provided via staircase and not ladders where possible.
- Access should take into consideration of need to move potentially large equipment up and down for filming purposes.
- Number of persons accessing and using the equipment is kept to a minimum.
- Where feasible, a permanent structure should be considered.

b) Participation by Insured Persons in the Sport of Football (PARTICIPANT LIABILITY);

Please note: The Insured is indemnified in respect of a claim for personal injury or property damage brought by or in respect of a participant competing and/or practising in a covered activity. This insurance does not apply to claims or accidents brought by one participant against another participant

for personal injury or property damage occurring whilst competing and/or practicing in a covered activity.

The above restriction does not apply to the Member Federation, Club or Entity named in the Policy Schedule, or the committees thereof, where the injury or property damage was neither known to them or at their direction.

c) Service Providers Service Providers Vicarious Endorsement eg. Fireworks operators, Amusement Ride operators, Caterers etc.)

This Policy does not cover liability in respect of Personal Injury or Property Damage arising out of or caused by or in connection with the Insured's service providers. A service provider means anyone engaged by the Insured to provide goods or perform a service. Service providers include but are not limited to security services, amusement operators, pyro technicians, entertainers, food vendors, stall holders, sound & lighting companies & Contracted Labour but does not include volunteers or the Insured's employees. However, this exclusion shall not apply to the Insured's vicarious liability arising from an act, error or omission of service providers that have provided the Insured with proof of liability insurance.

We always recommend that any third parties engaged to provide any services to your club should have adequate and current insurance in place for both their company and their employees. If evidence of insurance is unable to be provided extreme caution is advised in respect to engaging external companies of any nature so as not to expose the club to an 'uninsured loss' scenario.

d) Construction Limitation

This Policy does not cover Personal Injury or Property Damage arising out of or in any way connected with the construction, erection, alteration, demolition of and/or addition to buildings by or on behalf of the Insured. However, this exclusion shall not apply to the construction, erection, alteration, demolition of and/or addition to buildings by or on behalf of the Insured where the total value of such works does not exceed \$100,000.

When Is Cover Not Provided?

Exclusions include but are not limited to claims arising:

- In respect to occurrences in North America (Definition includes United States of America and/or Canada). It should be noted that cover provided for the Insured in North America only applies to *overseas business visits by any of the Insured's directors, partners, officers, executives or employees but not where they perform manual work in North America.*
- Liabilities assumed under a contract other than a contract for lease or hire of real or personal property other than a provision which requires an indemnity in respect of the subject matter of the lease or hire agreement.
- Liabilities arising out of or in any way connected with the construction, erection, alteration, demolition of and/or addition to buildings by or on behalf of the Insured except where the total value of such works does not exceed \$100,000. Please contact Gow-Gates Insurance Brokers if you or your club is considering works exceeding this amount.
- Liabilities arising out of or caused by or in connection with:
 - The human immune deficiency virus (HIV) or any mutation, derivation or variation thereof.
 - Any HIV related illness including but not limited to acquired immune deficiency syndrome (AIDS) or any mutation, derivation or variation thereof.

Please refer to the full list of exclusions within the policy schedule and policy wording in the appendix of this manual.

Part 2. Professional Indemnity Insurance

When is Cover Provided?

This policy provides coverage for the Insured's legal liability to pay compensation or damages for personal injury and/or property damage resulting from a breach of professional duty in the sport of Football by reason of an act, error or omission committed or alleged to have been committed in connection with the Insured's Football activities.

Insured Persons are protected whilst administering, officiating, refereeing or coaching on behalf of the Association or Club.

Part 2. Professional Indemnity		
Cover	Limit of Liability	Excess
Professional Indemnity	\$5,000,000 any one occurrence and \$10,000,000 in the aggregate any one period	\$1,000 each & every occurrence inclusive of Supplementary Payments

When Is Cover Not Provided?

The exclusions and limitations under this part of the policy include but are not limited to:

- Liabilities arising from claims occurring within North America (including USA and/or Canada)
- Known Circumstances that are not notified to the insurer during the policy period
- Actions prior to the Retroactive Date – This insurance may be limited by a retroactive date which is stated below and in the schedule. The policy does not cover any claim arising from actual or alleged act, error, omission or conduct occurring prior to such retroactive date. Please refer to the policy schedule in the appendix of this manual for each Member Federations respective Retroactive Date.
- Liabilities arising from or in connection with advice, consultancy, specification, supervision or other Professional Duty given or undertaken by the Insured not in relation to Football Activities.

It must be noted that the Professional Indemnity policy is a **claims made policy**. This means that the policy indemnifies for claims first made against you and notified to the Insurer during the period of insurance. It is therefore extremely important that notification is given immediately to Gow-Gates Insurance Brokers Pty Limited or the Insurer as soon as you are aware of any circumstance that may lead to a claim.

Please refer to the full list of exclusions within the policy schedule and policy wordings and “Breach of Professional Duty Extension” in the appendix of this manual

7 Management Liability (Directors & Officers)

When Is Cover Provided?

Football NSW's Insurance Programme includes a Management Liability policy. The Management Liability section has been designed to provide protection for your directors, executive officers, committee members, officeholders or Office Bearers of the Club, Association or entities specified in the Policy Schedule but only whilst acting within the scope of their duties in such capacity and only if they have acted lawfully in such capacity and in accordance with the lawful direction/directions of the Club, Association or entities specified in the Policy Schedule.

The cover protects the Club against legal actions or civil proceedings made against the Club or its officials for any wrongful act, employment breach and/or employee fraud that is notified to the insurer during the period of insurance.

Policy Limit: **\$5,000,000 Combined Limit**

Incidents and events that are covered by this policy include:

Coverage Parts:	Limit of Liability	Excess
Directors & Officers Liability/ Company Reimbursement	\$5,000,000	Nil/\$5,000
Employment Practices Liability	\$5,000,000	\$25,000
Statutory Liability	\$2,000,000	\$20,000
Company Liability	\$5,000,000	\$20,000
Crime Loss	\$500,000	\$20,000
Tax Audit Costs	\$500,000	\$1,000

Please refer to the full list of sub limit, deductibles and exclusions within the policy schedule and policy wording contained as an appendix to this manual.

Cover Is Provided

Anywhere in the world excluding United States of America and Canada.

Examples of the cover provided to the insured includes:

Directors & Officers Liability (covering the individual Directors, Officers and Committee Members)

A Club Committee member writes a defamatory remark regarding an opposing Club's coach in the newsletter. The opposing coach sues the offending official for damages. The damages and the defence costs for the Official are covered (subject to the limits of indemnity provided under the policy).

Employment Practices Liability (covering Football NSW, Affiliated Associations and Clubs)

A club dismisses their first-grade coach. The coach alleges that their severance package was not complete and takes the club to Fair Work Australia. Defence costs and damages payable by the club are covered (however if the club had erred in its calculation, the amount that they should have paid originally can't be claimed, only the damages and defence costs awarded).

Company Liability (covering Football NSW, Affiliated Associations and Clubs)

In the above example of defamation, if the opposing coach also sued the Club, the damages and defence costs for the Club are covered under this section.

Crime Loss (covering Football NSW, Affiliated Associations and Clubs)

A club treasurer embezzles \$100,000 from their club by misappropriating the membership fees. The investigation costs (up to \$100,000) and the lost club funds (up to \$250,000) can be claimed. However, the Crime Loss section is subject to the following clause 3k within the policy.

*This extension shall not cover Crime Loss arising out of, or in any way related to only one individual's signature or authorisation being required to validly sign cheques, issue electronic funds transfer, prepare cheque requisitions, handle bank deposits, reconcile bank statements, or refund monies in excess of \$1,000.00 in value **without the independent review and approval from at least one other person of equal seniority who must examine the supporting vouchers or requisitions or verify the transaction;***

You must provide adequate proof to substantiate a Claim with relevant evidence of a Crime Loss.

This includes but is not limited to the following:

- a. adequate proof of the quantum of Crime Loss;
- b. all facts attributable to the Crime Loss, including but not limited to the perpetrators and other relevant parties, any CCTV footage or witness statements, activities that lead to the Crime Loss, and period of time such activities have been evident;
- c. highlighting security or control weakness and discussion around how these weaknesses will be addressed;
- d. all supporting documentation and pertinent date and records.

When Is Cover Not Provided?

The **exclusions** and **limitations** under this part of the policy include but are not limited to:

- a) Known Circumstances that are not notified to the insurer during the policy period**
- b) Specific Matters Exclusion**

It is declared and agreed the insurer will not be liable for any Loss arising out of any Claim, or for Defence Costs incurred in respect of the use (or alleged use) by any person of a performance enhancing substance or a substance banned by the Australian Sports Drug Agency and/or World Anti-Doping Agency.

c) 'Insured Versus Insured'

It is declared and agreed that Coverage Part 4 Company Liability, e) Exclusions, 12. Your People is deleted and replaced with the following:

12. Insured versus Insured

- a) brought or maintained by or on behalf of Your Company or Your People; or
- b) arising out of or connected with an Employment Related Wrongful Act.

In all other respects the Policy remains unaltered

d) Molestation Exclusion

The insurer will not be liable for Loss arising directly or indirectly out of any of the following:

- (i) any Molestation of a person committed by or on behalf of the Insured; or
- (ii) where any Molestation arises from any failure in the Insured or the Insured's: systems, procedures, work practices, monitoring, reference checking, premises, staffing levels, failure to heed warnings, or any other shortcomings in management; or
- (iii) any physical or mental injury, shock or psychiatric injury occasioned to any individual directly or indirectly as result of the Molestation of a person; or
- (iv) any criminal or civil proceedings or any inquiry arising from Molestation of a person; or
- (v) any allegations in relation to (a) to (d) above, whether or not true; or
- (vi) any economic or consequential loss of any kind arising from any of the matters in (a) to (e) above.

"Molestation" means assault, malicious wounding, murder, sexual interference, sexual assault, or the commission of a sexual offence in all cases regardless of the consent of the individual molested.

e) Insolvency

The insurer will not be liable for Loss in respect of any Claim:

arising directly or indirectly out of, or attributable to or in consequence of the Financial Impairment, bankruptcy, insolvency, receivership or administration of Your Company, any Associated Company, Non-Profit Entity or other entity for which Outside Positions cover is confirmed in the Policy Schedule. However, this exclusion shall not apply under Coverage Part 1 – Directors & Officers Liability/Company Reimbursement c) Automatic Extension 4. Directors Tax Liability

f) Insured Verses Insured – CP1

It is agreed and declared that Exclusion d) 4. Under Coverage Part 1, is deleted and replaced with the following:

4. Insured versus insured

Arising out of or instigated against Your People by:

- i) any other of Your People; or
- ii) Your Company, our People; or

provided that this exclusion shall not apply to:

- a) any Claim in relation to Employment Related Wrongful Act; or

- b) any Claim brought by Your People solely for a contribution or indemnity in respect of a Claim brought against any other of Your People and which is otherwise covered under another Coverage Part of this Policy; or
 - c) any Claim brought in Your name by a liquidator, administrator, or receiver or manager, provided that such Claim is not solicited or assisted by any of Your People; or
 - d) any Claim brought in Your name by a liquidator, administrator, or receiver or manager, provided that such Claim is not solicited or assisted by any of Your People; or
 - e) any Claim brought in Your name (which is not brought in a manner referred to in c) or d) above), however for such Claims, the Excess shall be greater of the Excess' amount noted under 'Item 9, Coverage Part 1 Directors & Officers Liability' of the Schedule and \$50,000.
- In all other respects the Policy remains unaltered.

IMPORTANT NOTE: CLAIMS-MADE AND NOTIFIED INSURANCE

This policy contains coverage on a claims-made and notified basis. This means that this policy only covers Claims (as defined) first made against you during the Policy Period (as defined) and notified to the insurer in writing during the Policy Period. This policy does not provide cover for any Claims made against you during the Policy Period if at any time prior to the commencement of the Policy Period you became aware of facts which might give rise to those Claims being made against you.

Section 40(3) of the Insurance Contracts Act 1984 provides that where you gave notice in writing to the insurer of facts that might give rise to a Claim against you as soon as was reasonably practicable after you became aware of those facts but during the Policy Period, the insurer cannot refuse to pay a Claim which arises out of those facts, when made, because it was made after the Policy Period had expired.

This policy does not cover Claims arising out of, based upon or attributable to any:

- a. facts alleged or the same or related acts, errors or omissions alleged or contained in any Claim which has or should have been notified or in any circumstances of which notice has or should have been given under any policy of which this policy is a renewal or replacement or which it may succeed in time; or
- b. any pending or prior civil, criminal, administrative or regulatory proceeding, investigation, arbitration or adjudication as of the Continuity Date (as defined) or alleging or deriving from the same or essentially the same facts as alleged in such actions.

It is therefore important that notification is given immediately to Gow-Gates Insurance Brokers Pty Limited or the Insurer as soon as you are aware of a claim or any circumstance that may lead to a claim.

8 Important Information

How to Make a Claim

1. Public and Products Liability
2. Professional Indemnity
3. Management Liability

If you know of an incident that may give rise to a claim under the **Liability policies**, please notify Gow-Gates Insurance Brokers **immediately**.

Do not admit liability – this is a condition of your policy, as it is with most types of insurances, and will be handled by the insurers and their legal representatives.

Download the Claim Form [Lodgement of Claims – FOOTBALL NSW \(gowgatesport.com.au\)](#) and complete all section of the forma and email completed claim form to football@gowgatescom.au
Gow-Gates will confirm receipt of your claim form or contact you should they require more information.

Special Notes:

The Professional Indemnity and Management Liability sections of the policies are **Claims-made and notified policies**. This means that the policies will respond to:

- (i) Claims first made against you and reported to the Insurer during the Period of Insurance.
- (ii) Any circumstances of which you become aware during the Period of Insurance which could give rise to a future claim provided you informed the Insurer in writing as soon as practicable, within the Period of Insurance, of such circumstance.

The Policy will not cover you for Liability resulting from any claim, matter, occurrence or circumstance arising from any act, error or omission committed or alleged to have been committed:

- (i) prior to retroactive date, if any, specified in the respective policy Schedule.
- (ii) of which you were aware before the commencement of the Insurance.

Do not appoint your own legal representative without speaking to Gow-Gates or without Insurer approval.

You must advise the Insurer immediately you become aware of a circumstance which could result in a claim under this policy in the future.

Download the Claim Form [Lodgement of Claims – FOOTBALL NSW \(gowgatesport.com.au\)](#) and complete all section of the forma and email completed claim form to football@gowgatescom.au
Gow-Gates will confirm receipt of your claim form or contact you should they require more information.

Who Can I Talk to About an Issue Or Complaint?

Under the following policies underwritten by Sportscover Australia Pty Ltd or SLE Worldwide Australia Pty Limited:

Personal Accident Insurance

- First talk to Gow-Gates Insurance Brokers for the matter to be raised with the insurer. Ask for the Gow-Gates Sports Claims Manager.
- If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should write to:

The Complaints and Dispute Resolution Team
Sportscover Australia Pty Ltd
Wheelers Hill Victoria 3150
Email: idr@sportscover.com

Public and Products Liability and Professional Indemnity Insurance

- First talk to Gow-Gates Insurance Brokers for the matter to be raised with the insurer. Ask for the Gow-Gates Sports Claims Manager.
- If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should write to:

SLE Worldwide Australia Pty Limited
Level 11, 56 Clarence Street Sydney NSW 2000
Or by Telephone: 02 9249 4850

Management Liability

- First talk to Gow-Gates Insurance Brokers for the matter to be raised with the insurer. Ask for the
- If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should write to:

Insurance Australia Limited (CGU)
GPO Box 244 Sydney NSW 2001
Or by Telephone: 02 8661 8016

Certificates of Currency

Under the Insurance programme your club is covered for Public & Product Liability insurance for an amount of \$25,000,000.

You can download a copy of your Certificate of Currency on our website by selecting the “Certificate of Currency” tab. Any issues or if you do not have access to the internet, please contact our office:

Website - [FOOTBALL NSW \(gowgatessport.com.au\)](http://FOOTBALL NSW (gowgatessport.com.au))
Email – football@gowgates.com.au
Phone – (02) 8267 9999 or 1300 469 428 toll free

Other Insurance Requirements

The cover provided under the program is not “comprehensive” and Football NSW encourage all players and officials to take out Private Health Insurance, Life Insurance, ‘top up’ insurance and any other insurance over and above the coverage provided by this programme to suit their individual needs and circumstance. There are a number of other insurances that the club should consider a summary of some follow:

Top Up Insurance

Participants can choose to purchase Loss of Income Top Up Coverage to a maximum of \$500 or \$750. Please refer to the Top Up Section at <https://football-top-up.rfgateway.com.au/> for full benefits and limits, and further specific information.

Workers Compensation

All states of Australia require employers to hold Workers Compensation insurance for workers (as defined under the various state acts). If you are paying persons for work performed, they may be a ‘deemed worker’ under the legislation and you will be required to hold a Workers Compensation Insurance policy.

In regard to remunerated players generally they will be exempt from the various state workers compensation systems however different rules apply for different states and as such we suggest that you refer to your Member Federation for guidance.

Travel Insurance

Travel Insurance is designed for people that require Travel Insurance coverage either themselves, family & travel companions or in the case of sport, travelling teams while travelling domestically or internationally. The policy provides cover for cancellation charges, medical expenses, additional accommodation expenses, loss of personal baggage etc. It is important that the insurer you choose does not exclude claims arising from participation in your sport. Please contact Gow-Gates Insurance Brokers for details of this insurance that includes cover for an accident as a result of participating in your sport.

Property Insurance

- a) Is it time you reviewed your Football Clubs property insurance?
- b) Are your club assets adequately protected?

Insurance can be arranged for club property and money against fire, burglary, malicious damage, storm and other events. Please contact our office to discuss your options and ensure adequate protection. Gow-Gates have recently partnered with a reputable insurance company to develop a competitive product for Football Clubs which includes coverage for your:

- a. Clubhouse, changing rooms and toilets
- b. Training and Game Day Equipment (Tackling Bags, Goal Posts, Line Markers etc)
- c. Electronic Scoreboards and Signage
- d. Canteen/Bar Stock
- e. Club Uniforms, Jerseys and other apparel
- f. Kitchen Equipment (BBQ’s, Pie Warmers, Fridges)

Simply complete the Sports Property Insurance Form [Gow-Gates SPO015 Sports-Property-Information 2021.pdf](#) (gowgatesport.com.au) or alternately contact our office to discuss your options and ensure adequate protection.

Should you have any inquiries regarding these insurances please do not hesitate to call Gow-Gates Insurance Brokers on 1300 469 428 and ask for the Sports Team.

Contact Details

Claims

Online Claims Portal - please contact Gow-Gates Insurance Brokers via;

Website: [Online Claims Portal](#)

Email: football@gowgates.com.au

Phone: (02) 8267 9999 or 1300 469 428 (toll free)

Sports Personal Accident Online Claim Submission and Status of a Claim

Link: [Online Claims Portal](#)

Completed Claim Forms and other Claims Documentation

Upload to the Online Claims Portal or send to Gow-Gates Insurance Brokers Pty Ltd:

Email: sportclaims@gowgates.com.au

Phone: (02) 8267 9999 or 1300 469 428 (toll free)

Mail: Gow-Gates Insurance Brokers Pty Ltd
GPO Box 4731, Sydney NSW 2001

General Enquiries

Please direct all general inquiries to Gow-Gates Insurance Brokers:

Phone: (02) 8267 9999 or 1300 469 428 (toll free)

Fax: (02) 8267 9998

E-mail: football@gowgates.com.au

Postal: GPO Box 4731, Sydney NSW 2001

Street: Level 8, 491 Kent Street, Sydney NSW 2000

Contacts: Ask for the Football Sports Insurance Team

Website: www.gowgates.com.au

Please refer to the Gow-Gates Insurance Brokers' website to view our Financial Services Guide:

[Financial Services Guide and Code of Practice \(gowgates.com.au\)](#)