



Sports Underwriting Australia

Prize Indemnity Policy

Table of Contents
Prize Indemnity Policy

Important Information	01
Definitions	04
Section 1: Insuring Clause- What We Cover	05
Section 2: General Conditions – Your Obligations	05
Section 3: Conditions of Participation	06
Section 4: Limit of Liability	06
Section 5: Period of Insurance	06
Section 6: Excess	06
Section 7: Exclusions – What is Not Insured	07
Section 8: Other Terms	07
Section 9: Cancellation / Termination Clause	07

Important Information

This Policy is a legal contract between you and us. You have paid, or agreed to pay, us the Premium and we provide the cover specified in this Policy and as set out in your Schedule.

The terms, conditions and provisions of the insurance we offer you are set out in this Policy. It is important that you:

- read all of the Policy before you buy it to make sure that it gives you the protection you need
- are aware of the limits on the cover provided and the amounts we will pay you (including any Excess that applies)
- are aware of the definitions in your Policy. You will find definitions throughout your Policy.

You must comply with all provisions of this Policy, otherwise we may be entitled to refuse to pay a claim or reduce the amount you are entitled to receive.

The Policy is in force for the Period of Insurance set out in your Schedule or until cancelled.

For the limits on the cover provided:

- some of these will be stated in the Policy itself (these are our standard policy limits); and
- the remainder will be stated in your Schedule.

From time to time and where permitted by law, We may change parts of the Policy. We will issue You with an Endorsement or other document to update the relevant information except in limited cases. Any updates which are not materially adverse to You from the view of a reasonable person deciding whether to buy this insurance, may be found on the Sports Underwriting Australia's website at www.sportsunderwriting.com.au/documents.html.

You can obtain a paper copy of updated information without charge by calling Sports Underwriting Australia or Your intermediary.

In issuing this Policy to you, we have relied upon the proposal form you have already completed.

Your Duty Of Disclosure

This Policy is subject to the Insurance Contracts Act 1984 (Act). Under that Act you have a Duty of Disclosure.

Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. If you are not sure whether something is relevant you should inform us anyway.

You have the same duty to inform us of those matters before you renew, extend, vary, or reinstate your contract

of insurance. The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the answers are provided to us or disclosures are made and the Relevant Time, you need to tell us.

Your duty however does not require disclosure of matters that:

- reduce the risk;
- are common knowledge;
- we know or, in the ordinary course of our business, ought to know, or
- we have indicated we do not want to know.

If you do not comply with your duty of disclosure, we may be entitled to:

- reduce our liability for any claim;
- cancel the contract;
- refuse to pay the claim, or avoid the contract from its beginning, if your nondisclosure was fraudulent.

Who Needs To Tell Us

It is important that you understand that you are answering our questions in this way for you and anyone else whom you want to be covered by the Policy.

Taxation Information

The amount of cover available under this Policy excludes Goods and Services Tax (GST).

If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay.

The amount that we are liable to pay under this Policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the Premium you must inform us of the extent of that entitlement at or before the time you make a claim under this Policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the Premium.

If you are liable to pay an Excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the Excess.

If you are unsure about the taxation implications of this Policy, you should seek advice from your accountant or tax professional.

Important Information (cont'd)

About Sports Underwriting Australia Pty Ltd

Sports Underwriting Australia Pty Ltd ('Sports Underwriting Australia') specialises in insurance packages for sporting clubs, groups and associations, sport and leisure related businesses and licensed clubs.

Sports Underwriting Australia acts as an agent of the insurer, Great Lakes Reinsurance (UK) SE (ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603) under a binding authority issued by Great Lakes Reinsurance (UK) SE.

Sports Underwriting Australia holds AFS Licence No: 302484. Sports Underwriting Australia acts for the insurer and not you.

Sports Underwriting Australia's contact details are:
46 Kilby Road, Kew East, Vic, 3102
Mail: Box 288, Kew East, Vic, 3102.
Phone: 03 8862 2600
Website: www.sportsunderwriting.com.au

Who is the insurer

This insurance is underwritten by Great Lakes Reinsurance (UK) SE (ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603) trading as Great Lakes Australia ('Great Lakes Australia').

Great Lakes Australia is authorised by the Australian Prudential Regulation Authority ('APRA') to carry on insurance business in Australia.

Great Lakes Australia is a branch office of Great Lakes Reinsurance (UK) SE, a limited liability company incorporated in England and Wales and a wholly owned subsidiary of Münchener Rückversicherungs-Gesellschaft AG ('Munich Re'), part of Munich Re Group, which is one of the largest insurance groups in the world.

Great Lakes Australia's contact details are:
143 Macquarie Street, Sydney, NSW, 2000
Mail: PO Box H35 Australia Square, Sydney NSW 1215
Phone: (02) 9272 2050
Website: www.gla.com.au

If You require further information about this insurance or wish to confirm a transaction, please contact Sports Underwriting Australia

Privacy

In this Privacy section "we", "us" or "our" means Great Lakes Australia and Sports Underwriting Australia, unless specified otherwise.

We are committed to the safe and careful use of your personal information in the manner required by the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

We collect your personal information in order to assess your application for insurance and, if your application is accepted, to administer and manage your Policy and respond to any claim that You make. To do this, your personal information may need to be disclosed to reinsurers and service providers and related entities who carry out activities on our behalf, such as assessors and facilitators, some of whom may be located in overseas countries. Our contractual arrangements generally include an obligation for these reinsurers, service providers and related entities to comply with Australian privacy laws.

By providing us with your personal information, you consent to the disclosure of your personal information to reinsurers, service providers and related entities in overseas countries to enable us to assess your application, to administer and manage your Policy and to respond to any claim that you make. If you consent to the disclosure of your personal information to overseas recipients, and the overseas recipient handles your personal information in a way other than in accordance with the Australian privacy laws, we may not be responsible for the handling of your personal information by the overseas recipient.

If you choose not to provide your personal information and/or choose not to consent and / or withdraw your consent to the disclosure of your personal information at any stage, we may not be able to assess your application or administer and manage your insurance policy and respond to any claim that you make.

Our Privacy policies contain information on how you may access personal information that each of us hold, or seek correction of Your personal information and information on how to make a complaint about the handling of your personal information and how complaints are handled. If you require more information, you can access the Great Lakes Australia Privacy Statement at www.munichre.com/io/gla/en/privacy_statement.aspx and SUA Privacy Policy and Privacy Statement at www.sportsunderwriting.com.au/documents.

Cooling-off period

If, after reading your policy, you are not satisfied with the cover, you may cancel this policy within 14 days of receiving it, and obtain a full refund less any non-refundable government charges and taxes that we have paid. You may notify us in writing or electronically.

If you make a claim for any incident within the 14 day period, you must pay your annual premium in full.

If your policy is for an event that will finish within the 14 day cooling off period, you can only exercise your right to cancel before the event starts.

Important Information (cont'd)

General Insurance Code of Practice

Great Lakes Australia is a signatory to the General Insurance Code of Practice. The Code aims to raise standards of service between insurers and their customers.

For any information about the Code, including a copy of the Code, contact the Financial Ombudsman Service on 1300 78 08 08 or visit www.codeofpractice.com.au

Financial Claims Scheme

In the event of the insolvency of Great Lakes Australia, you may be entitled to payment under the Financial Claims Scheme. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the APRA website at www.apra.gov.au and the APRA hotline on 1300 55 88 49.

Dispute Resolution Process

If you are not satisfied with our service please tell us so we can help. We will address complaints in accordance with Great Lakes Australia's Complaints Handling Process and the Insurance Council of Australia's Code of Practice.

If you have a complaint:

Step 1: Contact us

You can contact us by:

Postal Address: PO Box 288, Kew East
Victoria, Australia 3102

Tel: +61 3 8862 2600

Email: info@sportsunderwriting.com.au

If we require additional information we will contact you to discuss. If your complaint is not immediately resolved we will respond within 15 business days of receipt of your complaint or agree on a reasonable alternative timetable with you.

Step 2: Internal Dispute Resolution

If you are not satisfied with our response you may refer it in writing to our Internal Dispute Resolution panel, which is independent of the original complaint review.

E-mail: disputes@gla.com.au

Postal Address: Attn: Dispute Resolution Officer
Great Lakes Australia PO Box H35 Australia Square
NSW 1215

The panel will respond within 15 business days. If the panel cannot respond within 15 business days, the panel will agree a reasonable alternative timetable with you. If the panel cannot reach an agreement on an alternative timetable, the panel will advise you of your right to take your complaint to the FOS.

Step 3: External Dispute Resolution scheme

If we are unable to resolve your complaint within 45 days of the date we first received your complaint or if you remain unsatisfied, you can seek a free review by the FOS. The FOS is an independent national body and we agree to accept its decision.

You can contact the FOS by:

Postal Address: Financial Ombudsman Services
Australia Ltd, GPO Box 3, Melbourne VIC 3001

Tel: 1800 367 287

Email: info@fos.org.au

Website: www.fos.org.au

Special Meanings

Words with special meanings will be seen throughout **Your Policy** in bold lettering. Please refer to the following definitions for the meaning **We** give these words

Definitions

Abandonment or **Abandoned** means the inability to complete any or all of the **Contest(s)**.

Act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- i. involves violence against one or more persons;
- ii. involves damage to property;
- iii. endangers life other than that of the person committing the action;
- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

Conditions of Participation means the conditions included in Section 3 of **Your Policy**, as amended by any endorsements.

Contest(s) means the event(s) nominated in the **Schedule**, held at any of the **Venue(s)** on the event date(s) nominated in the **Schedule**.

Contest Supervisor(s) means any supervisor, manager, judge, organiser or official of the **Contest** who is:

for **Contest(s)** where the **Prize** has a value of \$100,000 or less, over the age of 18; or

for **Contest(s)** where the **Prize** has a value of greater than \$100,000, an **Independent Person**.

Contestant means a person who takes part in a **Contest** and is not disqualified or excluded from being a **Contestant** by the terms and conditions of this **Policy** or otherwise.

Contestant Details means personal details sufficient to identify and contact a **Contestant** and includes at least the **Contestant's** correct and current names, address and telephone numbers.

Effective Date means the effective date stated in the **Schedule**.

Excess means the amount stated in the **Schedule**.

Expiry Date is the expiry date stated in the **Schedule**.

Independent Person means a person who is over the age of 18 and is not a director, officer, employee or staff member of **You** or **Us** and who has been approved by **Us** in writing not less than 14 days before the **Contest** begins.

Limit of Liability means the amount stated in the **Schedule**.

Period of Insurance The period shown in the **Schedule** against '**Period of Insurance**' unless terminated earlier.

Policy means this policy document, the **Schedule** and any endorsements added by way of separate schedule(s) and any other documents **We** tell **You** form part of **Your Policy**.

Premium means the amount stated in the **Schedule**.

Prize means the prize stated in the **Schedule**. **Schedule** means the certificate issued by **Us** which forms part of **Your Policy**.

Specified Event(s) occurs the first time when any **Contestant** (who complies with the **Conditions of Participation**) has succeeded in attaining the required objective of a **Contest**, and **You** have promised to give the **Contestant** the **Prize**.

Sum Insured means the amount stated in the **Schedule**.

Venue(s) means all locations within Australia that are listed in the **Schedule**

We, Us or **Our** means Great Lakes Reinsurance (UK) PLC (ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603) acting through its agent Sports Underwriting Australia Pty Ltd.

You or **Your** means the insured person or entity named in **Your Policy Schedule**. If more than one person or entity is named as the Insured, **We** will treat a statement, act, omission or claim of any one of those persons or entities as a statement, act, omission or claim by all those persons or entities.

Section 1: Insuring Clause - What We Cover

- 1.1 Subject to **You** complying with the terms and conditions of **Your Policy** (including but not limited to the Section 2 Conditions) on the happening of any **Specified Event(s)**, **We** will indemnify **You** up to the **Sum Insured** for the amount of the **Prize**.
- 1.2 This insurance is subject to **Your** payment of the **Excess**.

Section 2: General Conditions – Your Obligations

- 2.1 Before the start of any **Contest You** must:
- a) Tell the **Contestant(s)** about the **Conditions of Participation**.
 - b) Obtain from the **Contestant(s)** the **Contestant Details**.
 - c) Tell **Us** about any matter that has occurred since the **Effective Date** that **You** know, or could reasonably be expected to know, is relevant to **Our** decision to indemnify **You** for any **Specified Event**.
- 2.2 During (and following) any **Contest, You** must:
- a) ensure that to the best of **Your** ability, the **Contest** is carefully supervised by the **Contest Supervisor(s)**;
 - b) ensure that to the best of **Your** ability, the **Contestant(s)** comply with the **Conditions of Participation**;
 - c) bear the costs of supervising the **Contest** (including the costs of retaining any **Independent Person**); and
 - d) keep records of all the **Contestant Details** for a period of at least 12 months.
- 2.3 Following the occurrence of any **Specified Event**:
- a) **You** must notify **Us** in writing within 72 hours about the occurrence of the **Specified Event**;
 - b) **You** must provide **Us** with:
 - i. the **Contestant Details** for all **Contestants** who took part in the **Contest** in which the **Specified Event** occurred;
 - ii. the names and contact telephone numbers of the **Contest Supervisor(s)**;
 - iii. proof that the **Specified Event** occurred; and
 - iv. proof that the **Contestant** has received the **Prize**.
- 2.4 **We** are not liable to indemnify **You** under the **Insuring Clause** if, at any time between the **Effective Date** and the happening of a **Specified Event** the **Contest(s)** is cancelled or **abandoned** for any reason.
- c) **You** must co-operate with **Our** investigation into any **Specified Event(s)**. This includes but is not limited to:
 - i. making available to **Us Your** books and records relating to the **Contest**, the **Specified Event** and the **Contestants**;
 - ii. completing any claim form and returning it to **Us** within any period reasonably requested by **Us**;
 - iii. if requested by **Us**, providing a statutory declaration to confirm that the **Specified Event** has occurred;
 - iv. providing any information or help as **We** may reasonably require to investigate the **Specified Event**, the **Contest**, or the **Contestant**.

Section 3: Conditions Of Participation

- 3.1 A **Contestant** does not include and the **Contest** is not open to:
- a) **You, Your** directors, officers, employees or staff (including but not limited to persons working for **You** whether under a contract or otherwise);
 - b) any **Contest Supervisor**, or any other supervisor, manager, judge, organiser or official of the **Contest**;
 - c) any directors, officers, employees or staff (whether working under a contract or otherwise) of the company conducting the **Contest**;
 - d) any directors, officers, employees or staff (whether working under a contract or otherwise) of any company entrusted with the organisation of the **Contest**; or
 - e) any of **Our** directors, officers, employees or staff (including but not limited to persons working for **Us** whether under a contract or otherwise).
- 3.2 A **Contestant** has no direct claim against **Us**.
- 3.3 Following the happening of a **Specified Event**, a **Contestant** will permit copies of any **Contest** records (including all **Contestant Details**) to be provided to **Us**.
- 3.4 **No Prize** will be payable if the **Contest(s)** is cancelled or **abandoned** for any reason.

Section 4: Limit of Liability

- 4.1 **Our** liability to indemnify **You** under this **Policy** will not exceed the **Limit of Liability**, irrespective of the amount of the **Prize**.

Section 5: Period of Insurance

- 5.1 This **Policy** begins and ends on the dates set out in the **Schedule** and no coverage will be available before the **Effective Date** or after the **Expiry Date**.

Section 6: Excess

- 6.1 An **excess** is payable for each and every claim made under this **Policy**.
- 6.2 The amount of **Your Excess** is shown on the **Schedule**.

Section 7: Exclusions – What is Not Insured

- 7.1 This **Policy** does not cover any liability in respect of any second or subsequent **Prize**.
- 7.2 This **Policy** does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:
- a) fraud, misrepresentation, collusion or dishonesty;
 - b) any infringement or contravention of the rules of the **Contest**;
 - c) any inability of the **Contest Supervisor(s)**, to maintain control over the **Contest** or event;
 - d) any **Act of terrorism**;
 - e) nuclear weapon, ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste;
 - f) war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, assassination threats;
 - g) any communicable disease which leads to:
 - i. the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency; and/or
 - ii. any travel advisory or warning being issued by a national or international body or agencyand in respect of (i) or (ii) any fear or threat thereof (whether actual or perceived).
 - h) confiscation or acquisition by order of any government, local body or authority or order of any court tribunal or administrative authority.
 - i) any claim or claims in respect of loss or damage, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.
- 7.3 This **Policy** does not cover any liability for any bodily injury or material damage caused to any person or property in connection with any **Contest**.
- 7.4 This policy does not cover any liability or loss for which insurance is prohibited by law

Section 8: Other Terms

- 8.1 It is acknowledged by **You** that:
- a) no cover is provided under **Your Policy** until the **Premium** has been received by **Us**;
 - b) **We** have no obligation to refund any part of the **Premium** irrespective of whether the **Contest** takes place.
- 8.2 **You** have a responsibility to cooperate fully with **Us**, even if **We** have already paid **Your** claim, and **You** must give **Us** all the information that **We** require.
- 8.3 If **You** have other insurance covering any loss recoverable under this **Policy**, **You** must provide **Us** with details of the type(s) of other insurance and name(s) of the other insurer and provide **Us** with any information or assistance **We** may need to make a claim on the other insurer.
- 8.4 **Your Policy** is governed by the laws of the State or Territory where this **Policy** is issued. The relevant courts of the place where the **Policy** was issued will have jurisdiction in any dispute concerning or under this **Policy**.
- 8.5 If a claim is made against **You** for anything covered under **Your Policy**:
- i. **We** have the right to conduct, defend or settle any such claim or legal proceedings and to act in **Your** name; and
 - ii. **We** may attempt to recover the amount **We** have paid to **You** from some one else if **We** find they are responsible for **Your** loss or damage.
- If so, **You** must give **Us** **Your** rights to conduct, defend or settle any legal action against that person and to act in **Your** name.

Section 9: Cancellation / Termination Clause

- 9.1 Due to the nature of **Your Policy**, **You** cannot cancel the **Policy** once coverage is in place.
- 9.2 **You** are not entitled to assign **Your Policy** to a third party without **Our** written consent.



Product issued by:
Great Lakes Reinsurance (UK)
SE (ARBN 127 740 532, ABN
18 964 580 576, AFSL 318603)
acting through its agent Sports
Underwriting Australia Pty Ltd.