



# Sports Underwriting Australia

Prize Indemnity Policy

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## Important Information

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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.

In some circumstances the terms and conditions of this Policy may be amended by endorsement. If your Policy is endorsed you will receive notification of the endorsement.

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

### Your Duty Of Disclosure

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This Policy is subject to the Insurance Contracts Act 1984. 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, that is relevant to our decision to insure you and to the terms of that insurance. 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.

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
- avoid the contract from its beginning, if your nondisclosure was fraudulent.

### Taxation Information

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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.

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## Important Information (cont'd)

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### Privacy

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Calliden respects your privacy and operates at all times in accordance with its privacy policy. This privacy notification provides a summary of how Calliden treats your privacy, and it is recommended that you read the policy in conjunction with this notice.

Calliden collects personal information to assess your request for insurance, to administer your policy, provide other insurance services as requested by you, and also to notify you about other Calliden services or promotions from time to time. At the time of collecting your information we will inform you of the purpose for the collection and the consequences if you choose not to provide the information.

In order to provide its insurance services Calliden may need to share your information with third parties including your agent or broker and Calliden's reinsurers and claims providers (for a full list see Calliden's privacy policy).

In accordance with Calliden's privacy policy you may obtain access at any time to information that Calliden or its service providers hold on you. If you would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy you may do so through one of the following means:

- obtain the privacy policy online at **www.calliden.com.au**
- by phone 02 9551 1111
- by email to [privacy@calliden.com.au](mailto:privacy@calliden.com.au)
- by letter to Privacy Officer, PO Box 348, Milsons Point NSW 1565

### General Insurance Code of Practice

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Calliden 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 Calliden (see contact details above) or Financial Ombudsman Service on 1300 78 08 08 or visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

### Dispute Resolution Process

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#### How you can resolve a complaint you have with us

If you would like to make a complaint, we will do everything we can to try to resolve it as quickly and fairly as possible. The following paragraphs provide details on how you can lodge your complaint and how Calliden will try to resolve it.

You may contact us at any time if you are dissatisfied with any matter relating to your insurance with Calliden, including:

- our decision on your claim;
- our handling of your claim;
- the service of our representatives, assessors, loss adjusters or investigators; and
- your insurance policy.

#### Contact Us

- If you have a complaint regarding your claim, please contact your claims consultant.
- If you have a complaint regarding your insurance policy, please contact us on 02 9551 1111 and we will try to resolve your complaint straight away.
- You can write to us at:
  - Fax: 02 9551 1155
  - Address: PO Box 348, Milsons Point NSW 1565

#### How We Resolve Complaints

- We will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and our Complaints Brochure, which contains a guide to our process, are available upon request.
- We will handle all complaints without cost to you.
- A complaints consultant will be assigned to the management of your complaint and will acknowledge your complaint within 2 business days of receipt. If further information is required to consider the complaint, it will be requested at this time.
- The complaints consultant will aim to resolve your complaint within a further 13 business days.
- In certain circumstances a longer period may be required, and we will request a later response date.
- The outcome of the complaint will be advised to you in writing, stating our reasons and any corrective action that will be undertaken.

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## Important Information (cont'd)

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### If Your Complaint is Still Unresolved

If we cannot resolve your complaint within 15 business days or you are not happy with our response to your complaint, you can seek an external review via our external dispute resolution scheme, administered by the Financial Ombudsman Service (FOS).

This national scheme is for consumers, free of charge and is aimed at resolving disputes between insureds and their insurance companies.

For more information call 1300 78 08 08 or visit [www.fos.org.au](http://www.fos.org.au)

If the FOS is unable to address your complaint then Calliden may be able to provide you with details of an alternative external dispute resolution service

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.

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## Definitions

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**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**.

**Policy** means this policy document, the **Schedule** and any endorsements added by way of separate schedule(s) or otherwise.

**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**.

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## Definitions (cont'd)

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**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 Calliden Insurance Limited (Calliden) (ABN 47 004 125 268, AFSL No 234438).

**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.

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## Section 1: Insuring Clause - What We Cover

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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**.

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## Section 2: General Conditions – Your Obligations

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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**.

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## Section 2: General Conditions – Your Obligations (cont'd)

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- 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**.
- 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.

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## Section 3: Conditions Of Participation

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- 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.

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## Section 4: Limit of Liability

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

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## Section 5: Period of Insurance

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- 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**.

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## Section 6: Excess

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- 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**.

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## Section 7: Exclusions – What is Not Insured

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- 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**.



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## Section 8: Other Terms

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- 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.

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## Section 9: Cancellation / Termination Clause

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- 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.



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