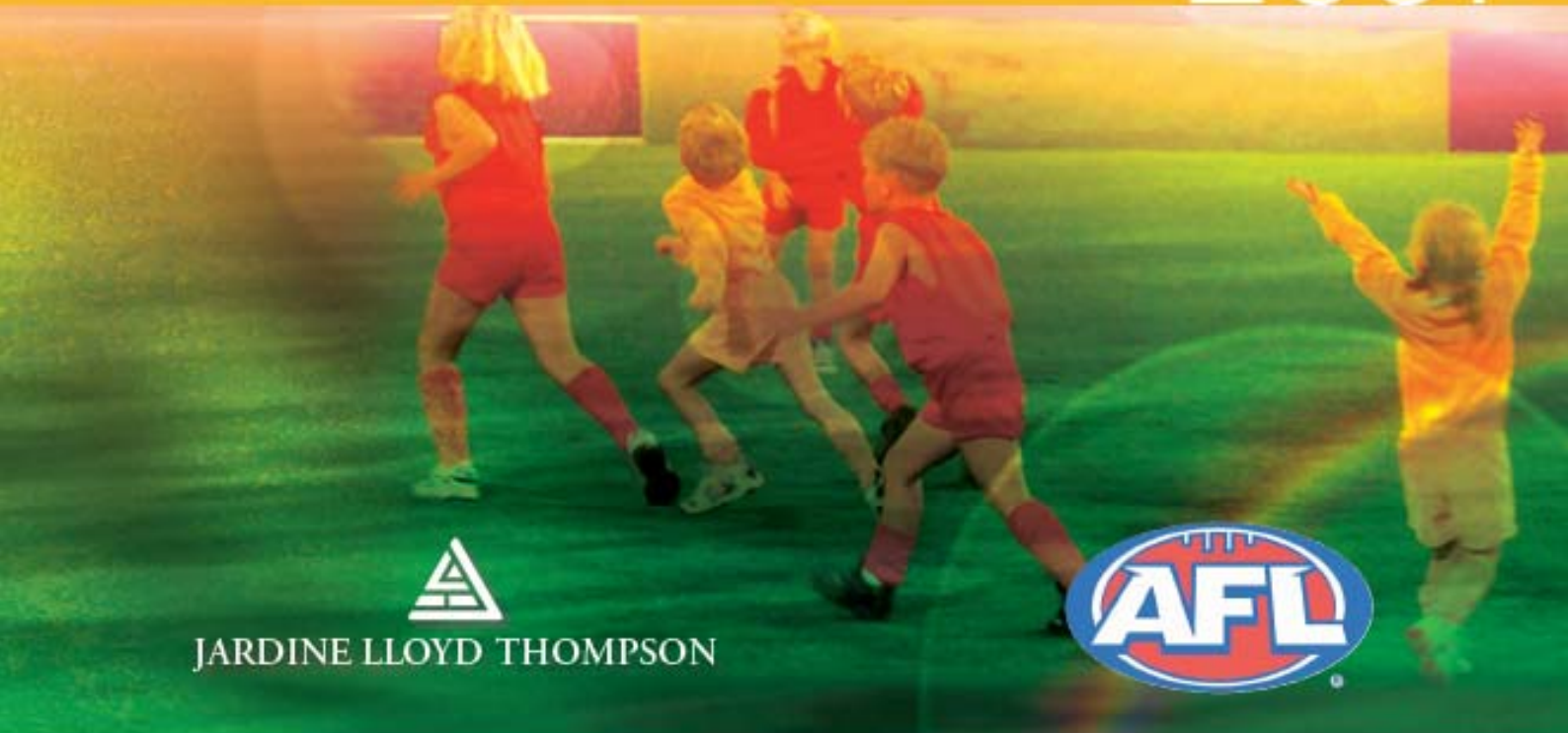




AUSTRALIAN FOOTBALL  
**National Risk  
Protection  
Program**

2007



JARDINE LLOYD THOMPSON



# IMPORTANT NOTICE

TO CONFIRM YOUR CLUB'S PROTECTION OFFERED BY THIS PROGRAM, PLEASE COMPLETE THE STEPS BELOW:

## 1. REGISTER

All clubs are required to re-register annually for the new period of cover.

Club and team details must be recorded on the JLT Sport website.

Please visit our website at [www.jltsport.com.au/afl](http://www.jltsport.com.au/afl) and click on "Club Registration" to be directed through this process.

## 2. COMPLETE COMPULSORY ON-LINE RISK MANAGEMENT TRAINING

Clubs are required to access the compulsory interactive Risk Management Training Module. You will be guided through this during the registration process as outlined above.

Your clubs' registration will not be successful until the training module is completed.

To proceed directly to the training module visit [www.jltsport.com.au/afl](http://www.jltsport.com.au/afl).

## 3. OBTAIN CERTIFICATE OF CURRENCY

Certificates of Currency for Public & Products Liability (to show councils and others) can only be obtained following successful completion of the steps above.

Additional copies required during the season can be obtained by visiting our website at [www.jltsport.com.au/afl](http://www.jltsport.com.au/afl).

## 4. MAKE PAYMENT

Please check with your local Association/League about their preferred payment method within your State.

Please do not send cheques to JLT Sport (except for any upgraded cover).

**PLEASE NOTE THAT YOU ARE REQUIRED  
TO REGISTER BY 31<sup>ST</sup> MARCH 2007**

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JARDINE LLOYD THOMPSON

To the Secretary,

**Australian Football National Risk Protection Program**

On behalf of the Australian Football League (AFL) and JLT Sport, welcome to the Australian Football National Risk Protection Program for Season 2007. After a very successful introduction in 2004 and by working together, community football clubs collectively have benefited from savings of around \$1.5 million initially and further savings over the four years of the Program.

JLT Sport has arranged renewal of the program with effect from 1<sup>st</sup> January 2007 and we now have the pleasure of providing you with the new handbook for the upcoming season. Given the great support received for the program from clubs throughout Australia and the sound risk management strategies being addressed by each state and most leagues and clubs, it is extremely pleasing to note that the costs have again been able to be minimised to a very affordable rate, without compromising the level of cover.

**New for 2007**

In addition to the enhanced Public Liability coverage (refer to page 8), added flexibility is now available via the introduction of:

- a Platinum level of non-Medicare medical cover providing a further \$4,000 in coverage than the highest amount previously available under Gold cover; and
- additional Loss of Income options (a per player rate is now available as well as a cheaper option with a 7 week excess period)

It should be noted that all clubs who register for the Australian Football National Risk Protection Program will have the Bronze level of cover for Personal Accident unless your club chooses to upgrade to Silver, Gold or Platinum. Please check with your Association/League as to the standard cover taken out by your Association/League before completing a club upgrade (form available via [www.jltsport.com.au/afli](http://www.jltsport.com.au/afli) - Upgrading Cover).

**Upgrade Options**

Currently more than 50% of clubs choose to upgrade to either Silver or Gold and/or take out Loss of Income coverage. These clubs therefore realise the benefits of reduced excess levels and a higher percentage return of non-Medicare medical expenses as detailed below:

<b>Bronze</b> <i>(automatic minimum level)</i>	<b>Silver</b> <i>(optional upgrade)</i>	<b>Gold</b> <i>(optional upgrade)</i>	<b>Platinum</b> <i>(optional upgrade)</i>
<ul style="list-style-type: none"> <li>▪ 50% reimbursement</li> <li>▪ Maximum \$2,000</li> <li>▪ \$100 excess per claim</li> </ul>	<ul style="list-style-type: none"> <li>▪ 75% reimbursement</li> <li>▪ Maximum \$2,500</li> <li>▪ \$75 excess per claim</li> </ul>	<ul style="list-style-type: none"> <li>▪ 90% reimbursement</li> <li>▪ Maximum \$3,500</li> <li>▪ \$50 excess per claim</li> </ul>	<ul style="list-style-type: none"> <li>▪ 90% reimbursement</li> <li>▪ Maximum \$7,500</li> <li>▪ \$50 excess per claim</li> </ul>

*Please note that completed claim forms must be submitted to Echelon Australia Pty Limited (Echelon) within 180 days of the injury occurring. Echelon is a wholly owned subsidiary of Jardine Lloyd Thompson Pty Ltd.*

**Payments**

Payment of the standard coverage needs to be paid directly to your Association/League or State Body with any relevant upgrade portion to be provided directly to JLT Sport.

**Registration**

Please refer to the inside cover of this handbook for information about the vital registration process. Successful registration will confirm your participation in this Program for Season 2007.

**More Information**

General Information - The dedicated JLT Sport website ([www.jltsport.com.au/afli](http://www.jltsport.com.au/afli)) provides all the key information you will need regarding this Program. Should the website not cover your specific query, please call 1300 130 373.

Claims Information - Access a claim form via the JLT Sport website. For all queries regarding the status of a claim please call 1800 640 009.

Best wishes for a safe and successful season in 2007.

Yours sincerely,

Clay Mackinnon  
National Insurance & Risk Manager  
AFL

Yours sincerely,

Paul Milo  
Senior Consultant  
JLT Sport

# General Information

In this handbook, provided by JLT Sport, you will find information about:

- The background to the Program
- The covers that make up the Program
- The benefits of each cover
- How to make a claim
- Important terms and conditions in summary

The advice contained in this handbook is general. Therefore you should read the handbook, policy documents, JDT Scheme Rules and Product Disclosure Statement, where applicable, to help you decide if it suits your needs. We are happy to provide you with further information because it is important that you understand and are satisfied with the cover offered. If you believe it is less than adequate for your protection you should seek additional cover from either the options offered by JLT Sport or from other sources.

We have included within this handbook a Financial Services Guide that explains the services that Jardine Lloyd Thompson Pty Ltd provide. It will assist you in determining whether to use any of these services.

Please do not hesitate to contact JLT Sport if you have any questions about this handbook or your cover. For contact details please refer to the JLT Sport Contact Details page.

## Success of the Australian Football National Risk Protection Program

The Australian Football National Risk Protection Program (“the Program”), arranged by JLT Sport, has been up and running for three years now. The joint initiative of the AFL and its state bodies has seen a number of benefits provided to football clubs throughout each state and territory. It is considered that every club now has access to cover at an affordable and consistent price. The Program’s goal is to provide sustainable cover and a long term solution and peace of mind for this and future seasons.

The Program provides competitively broad protection across the following areas:

1. Personal Accident cover for Capital Benefits, Non Medicare Medical Expenses and Loss of Income (optional)
2. Combined General & Products Liability (including Errors & Omissions Liability – for coaches, umpires and trainers only)
3. Club Management Liability (applicable only to incorporated clubs). If your club is not incorporated and you would like guidance in that regard, please contact your Association/League

A further benefit of the Program is the easy access to coverage details via the [www.jltsport.com.au](http://www.jltsport.com.au) website which provides an easy to read summary of benefits. The website also provides access to the policy documents and Product Disclosure Statement (where applicable) and the JDT Scheme Rules (Personal Accident) for your perusal before you make your decision to continue with cover under the Program.

Members who use the website will enjoy the benefit of direct access to claims information including ‘How to Make a Claim’. Claim Forms can be submitted on-line or downloaded, or alternatively, you may contact JLT Sport for assistance.

## Certificate of Currency

Certificates of Currency for General & Products Liability can only be obtained following successful registration and completion of the Risk Management Training Module on the JLT Sport website ([www.jltsport.com.au/afl](http://www.jltsport.com.au/afl)).

## The importance of maximum participation in the program

The level of cover and the competitive costs have been achieved by negotiating with providers of the covers on the premise that all clubs in Australia will join the Program. Therefore, it is extremely important that every club supports this initiative.

## JLT Sport

JLT Sport is a division of Jardine Lloyd Thompson Pty Ltd (JLT). JLT is a leading provider of insurance-related risk solutions and corporate services in Australia and is a wholly owned subsidiary of the Jardine Lloyd Thompson Group of companies quoted on the London Stock Exchange. The JLT Group of companies is the largest European-headquartered company providing risk management advice and broking services and is one of the largest firms of its type in the world. This combination of international and Australian experience and expertise allows us to deliver you this very competitive and comprehensive range of insurance and risk solution products and services.

JLT Sport is a specialist in:

- Sports Insurance and Risk Solutions - in particular the design, implementation and management of State and National Programs. We have gained experience over 30 years resulting in a vast knowledge of, and access to, local and international markets. We are also the brokers of choice for similar National Programs for Cricket Australia and Netball Australia.
- Risk Management - programs for individual sports with traditional insurance solutions or alternative risk transfer methods.

## AFL Recreational Football

AFL Recreational Football has been developed to provide an opportunity for all Australian Football enthusiasts to enjoy participating in a modified game that has strong parallels with the traditional game. AFL Recreational football is designed so that 'Everyone can play'; it is less physically demanding, has a minimal time commitment with no risk of serious injury with a major emphasis on fun and safety. Played in a friendly social environment, the game enables people of all ages and ability levels to participate in male, female or mixed competitions.

The AFL has instructed JLT Sport to arrange Personal Accident coverage for registered participants of AFL Recreational Football. JLT Sport has arranged for cover under the existing JLT Discretionary Trust Arrangement for the Australian Football National Risk Protection Program. This cover is issued by JLT Group Services Pty Ltd (JGS) as Trustee and Manager and as their insurance broker, we have arranged the Insurance Cover protecting the Trust and its Members with Accident & Health International (AHI). AHI act as an agent for Allianz Australia Insurance Ltd.

Please note that the Australian Football National Risk Protection Program also **includes** General & Products Liability Insurance for registered participants of AFL Recreational Football and any affiliated activities.

Further information including cover, benefits, terms, conditions and exclusions is available on the JLT Sport website at [www.jltsport.com.au/afl](http://www.jltsport.com.au/afl). A Personal Accident claim form can also be found on the website or can be obtained by contacting JLT Sport on **1300 130 373**.

For further information about AFL Recreational Football please visit [www.aflrecfooty.com.au](http://www.aflrecfooty.com.au) or contact your State body.

## NAB AFL Auskick Program

NAB AFL Auskick is the Australian Football League's key introductory program for primary school-aged boys and girls and their families. Through the AFL's Weekly Coaching Program participants will learn the skills of the game through appropriately modified activities and rules, play football in a fun and safe environment and make plenty of new friends too!

The AFL has instructed JLT Sport to arrange Personal Accident coverage for registered participants of NAB AFL Auskick. JLT Sport has arranged for cover under the existing JLT Discretionary Trust Arrangement for the Australian Football National Risk Protection Program. This cover is issued by JLT Group Services Pty Ltd (JGS) as Trustee and Manager and as their insurance broker, we have arranged the Insurance Cover protecting the Trust and its Members with Accident & Health International (AHI). AHI act as an agent for Allianz Australia Insurance Ltd.

Please note that the Australian Football National Risk Protection Program **does not** include General & Products Liability Insurance for participants of NAB AFL Auskick. This coverage has been arranged separately by the AFL. If you would like further information regarding this coverage or need to report any potential Public Liability claims, please contact your State NAB AFL Auskick Manager.

Further information including cover, benefits, terms, conditions and exclusions is available on the JLT Sport website at [www.jltsport.com.au/afl](http://www.jltsport.com.au/afl). A Personal Accident claim form can also be found on the website or can be obtained by contacting JLT Sport on **1300 130 373**.

For further information about the NAB AFL Auskick program please visit [www.aflauskick.com.au](http://www.aflauskick.com.au) or contact your State body.

# Summary of Covers

## Covers available within the Program:

1. Combined General & Products Liability (including Errors & Omissions Liability - for coaches, umpires and trainers only)
2. Club Management Liability (for incorporated bodies only) including:
  - (a) Directors & Officers Liability
  - (b) Employment Practices Liability
  - (c) Employee Theft
3. Personal Accident coverage including:
  - (a) Capital Benefits
  - (b) Non Medicare Medical Expenses
  - (c) Loss of Income (optional)

The benefits, terms and conditions are briefly summarised on the following pages, however you should read the policy documents and Product Disclosure Statement (where applicable) and JDT Scheme Rules (Personal Accident) to ensure the cover suits your needs.

For ease of reference, these documents are located at [www.jltsport.com.au/afl](http://www.jltsport.com.au/afl) or alternatively please contact JLT Sport.

## Cover not included within the Program:

The following major classes of insurance are not available within the Program (this list is not exhaustive):

- Fire & Extraneous Perils
- Glass Breakage
- Money
- Theft (other than theft by an employee – as above)
- Motor
- Compulsory Third Party (CTP)
- Workers' Compensation
- Machinery Breakdown
- Deterioration of Stock
- Travel

JLT Sport is able to arrange and advise on a wide range of covers. If you would like a competitive quotation on any of the above or other covers, please contact JLT Sport on 1300 655 684.

# 1. Combined General & Products Liability (including Errors & Omissions Liability – for coaches, umpires and trainers only)

## Who insures this policy ?

Liberty International Underwriters (a member company of Liberty Mutual Insurance Group)

## What is the Period of Insurance ?

1<sup>st</sup> January 2007 at 4pm Local Standard Time to 1<sup>st</sup> January 2008 at 4pm Local Standard Time

## Who is covered under this policy ? (The Insured)

Each state and territory association directly affiliated to the Australian Football League and their affiliations, associations and clubs (excluding the 16 national clubs forming the National AFL competition) including all members, regional boards, players, officials, volunteers, trainers, runners, umpires, coaches, directors, officers, committees, sub-committees and work experience students.

## What does this policy cover ?

This policy will pay for sums which a club, affiliation, association or member becomes legally liable to pay for compensation in respect of injury or damage.

It covers liabilities that can be incurred both on field and off field. Benefits include:

- **Participation Risk** - where a member, temporary player, official or other person registered and actively engaged in sporting and social activities takes legal action against the club or association for personal injury
- **Club fundraising and social activities** - including bar facilities if owned and/or operated by the club). If your proposed activity involves any of those listed under "Does your cover extend to all club activities?" on page 7 please contact JLT Sport to ensure that cover can be confirmed with the insurer prior to the activity.
- **Member to Member cover** - where one member of the Insured takes legal action against another member of the Insured.
- **Professional Advice** – covering claims for negligent acts, errors and omissions resulting in injury and/or damage in connection with the services of coaches, umpires and/or trainers.
- **First Aid Treatment Risk** - liability arising from the rendering of first aid treatment (excluding treatment provided by a qualified medical practitioner, such as Doctors or Physiotherapists who should carry their own insurance).
- **Tenants Liability** - if as a result of the hiring or leasing of premises the club incurs a liability.
- **Products Liability** - this relates to products that the club sells, the most common being food, beverages and merchandise. For example, if any of your products cause personal injury or damage resulting in a legal action by a third party, this section of the policy is designed to protect the club.
- **Property in Your Physical and Legal Control** - if you have goods or property entrusted to you and you are held liable for damage to the goods, this extension will cover you to the value of \$100,000.
- **Property Owners' Liability** - covering your liability as an owner of the premises.
- **Erection and alteration to buildings** - providing liability coverage for claims incurred by you as a result of the erection, demolition, alteration of and/or addition to buildings or structures as long as such work does not exceed \$40,000. If any erections or alterations to buildings exceed this amount please contact us to seek our advice before commencing.
- **Car Parks** - if your club owns or operates a car park for use by club members, your policy has been arranged to include this business activity. Cover has also been extended to include your liability for property damage to vehicles in your car park up to a limit of \$100,000.

It is stressed that these features have been briefly summarised and therefore you should read the policy document that details the cover, exclusions and conditions.

## How much is the cover for ?

The limits of indemnity are :

<b>GENERAL LIABILITY:</b>	\$20,000,000 any one occurrence Excess - first \$1,000 payable by club and balance up to \$25,000 payable by AFL (costs inclusive)
<b>PRODUCTS LIABILITY:</b>	\$20,000,000 any one occurrence and in the aggregate during the period of insurance Excess - first \$1,000 payable by club and balance up to \$25,000 payable by AFL (costs inclusive)
<b>ERRORS &amp; OMISSION LIABILITY (FOR COACHES, UMPIRES AND TRAINERS ONLY):</b>	\$20,000,000 any one occurrence and in the aggregate during the period of insurance Excess - first \$1,000 payable by club and balance up to \$25,000 payable by AFL (costs inclusive)

*Note – This policy is subject to an annual combined aggregate excess of \$150,000 which in the event of erosion is subject to an excess of \$1,000 each and every occurrence.*

## When and where are you covered ?

The policy protects against liabilities any time within the period of insurance and anywhere in Australia whilst you, the Insured, participate in Australian Football and related social activities (subject to the exclusions and conditions summarised in the handbook and detailed in the policy document).

## Does your cover extend to all club activities ?

The policy is intended to cover the “normal” activities of a football club. In general this includes training, matches, the majority of social functions, canteen, meetings, and the like. Because activities may differ from club to club, those clubs that conduct potentially high risk activities/events such as 4WD rallies, jumping castles, social events with large crowds or events involving security personnel, child minding, water activities, aircraft, fireworks, livestock, rides of any kind, poker machines or any other activity/event you may consider to be “out of the ordinary”, you should contact us prior to commencing the activity. We can then advise you about the extent of the existing cover and arrange additional cover for you if necessary.

## Important Information – General & Products Liability

Match Day Checklists are an important part of the Combined General & Products Liability Policy under the Australian Football National Risk Protection Program. Completion of these checklists ultimately results in the reduced risk of injury to participants, spectators, organisers and the general public. Please refer to page 29 for further information.

Please ensure that you also complete the online Risk Management Training Module located at [www.jltsport.com.au/afl](http://www.jltsport.com.au/afl). Clubs registering on-line will automatically be directed through this process.

Where your policy cover is provided by more than one insurer it is important to note that each insurer is only responsible to the extent of their individual subscription and there is no obligation for that insurer to make up the shortfall of any other subscribing insurer in a claim or return premium payment.

## Important Information – Errors & Omissions

The Errors & Omissions section of this policy is written on a Claims Made Basis. This means that this part of the Liability cover provides (subject to its terms and conditions) cover for claims which are first made against you and immediately notified to the insurer in writing during the period of cover.

The cover excludes:

- Any act, error or omission which occurred or allegedly occurred prior to 1<sup>st</sup> January 2001
- Any facts or circumstances of which the Insured was aware prior to the commencement of the Period of Insurance or which a reasonable person in the Insured's position would have considered may give rise to a claim
- Any Claim made prior to or existing at the inception of this Policy

We strongly recommend that you implement a program to ensure that all claims are identified and notified immediately and within the policy period as no claims can be made upon expiry of the policy period.

Where you become aware of facts or circumstances that might give rise to a claim, you should forward to us a notice in writing outlining those facts or circumstances immediately and before expiry of the policy period. We will forward the notice to the Insurers on your behalf. Delay in notifying the insurer or failure to provide all relevant facts could result in the claim being denied.

## What are some of the major exclusions on the policy ?

The following exclusions could affect you:

1. Liability assumed under the terms of a contract, agreement or warranty;
2. Any actual or threatened act of domestic or international Terrorism;
3. Any alleged or actual fraudulent, dishonest, malicious, wilful or criminal act or omission;
4. Libel, Slander and/or other defamation;
5. The erection, demolition, alteration of and/or addition to buildings by or on behalf of the Insured except for contracts not exceeding in cost the sum of \$40,000;
6. Injury sustained due to the inhalation or ingestion of, or exposure to tobacco or tobacco smoke;
7. Asbestos; and
8. Any Workers Compensation Law.

Please refer to the policy document for details of policy conditions and exclusions.  
The policy can be located at [www.jltsport.com.au/afl](http://www.jltsport.com.au/afl) or by calling **1300 130 373**.

## 2. Club Management Liability (for incorporated bodies only)

### Who insures this policy ?

Chubb Insurance Company of Australia Ltd

### What is the Period of Insurance ?

1<sup>st</sup> January 2007 at 4pm Local Standard Time to 1<sup>st</sup> January 2008 at 4pm Local Standard Time

### Who is covered under this policy ? (The Insured)

All Incorporated Australian Football Clubs, Affiliations and Associations/Leagues of each State and Territory (excluding the 16 National Clubs forming the National AFL competition).

**Please note that you must be an incorporated association/league/club to be covered under this policy.**

### Important Information

#### Incorporation

Any cost set by your State Association includes payment towards the total cost of Club Management Liability, however only clubs who are incorporated can gain coverage under this policy. Therefore, a benefit of incorporation will be the availability of this cover at no extra cost.

#### Three Major Coverage Sections within this Policy

There are **three major coverage sections** to this policy, namely Directors and Officers Liability, Employment Practices Liability, and Employee Theft.

#### Limit of Liability for all coverage sections

The Combined Maximum Aggregate Limit of Liability for all Coverage Sections is \$10,000,000.

#### Advice on "Claims Made" Sections of this Policy

The Directors and Officers and Employment Practices Liability Coverage Sections are written on a Claims Made Basis. This means that these sections provide (subject to the policy's terms and conditions) cover for claims which are first made against you and notified in writing to the insurer during the period of cover.

The cover excludes:

- Acts or omissions giving rise to a claim, which occurred prior to any retroactive date (pending and prior litigation dates) stated in this policy;
- Claims or circumstances known to you or notified to an insurer prior to inception of this policy;
- Circumstances notified after expiry of this policy; or
- Claims notified after expiry of this policy.

We strongly recommend that you implement a program to ensure that all claims are identified and notified immediately and within the policy period to avoid difficulties.

Where you become aware of facts or circumstances that might give rise to a claim, you should forward to us a notice in writing outlining those facts or circumstances as soon as practicable and before expiry of the policy period. We will forward the notice to the Insurers on your behalf. Delay in notifying the insurer or failure to provide all relevant facts could result in the claim being denied.

## **Directors & Officers Liability Section**

### **What does this section cover ?**

This section covers the Directors and Officers of the club, affiliation or association for any Wrongful Act committed in their respective capacities. Wrongful Act includes any error, misstatement, misleading statement, act, omission, neglect or breach of duty.

Coverage also extends to include Club Liability which provides cover for Wrongful Acts committed by the Insured Organisation, and Investigative Representation Expenses which provides coverage for Formal Investigations including administrative, regulatory or investigative inquiry.

### **What are the cover limits ?**

<b>Cover</b>	<b>Limits of Cover and Deductibles</b>
<b>Directors &amp; Officers Liability (A)</b> <b>Company Reimbursement (B)</b>	<b>\$10,000,000</b> each loss any one period of insurance (A) Nil Deductible (B) Nil Deductible
<b>Club Liability (C)</b>	<b>\$10,000,000</b> each loss any one period of insurance (C) \$5,000 Deductible
<b>Investigation Representation (D)</b>	<b>\$10,000</b> each loss any one period of insurance (D) \$2,500 Deductible

**Note** - The limits in (C) and (D) above are sub-limits of liability and are part of, and not in addition to, the limit of liability in (A) and (B). They further reduce, and do not increase, the limit of liability in (A) and (B). Limits of liability and any deductible amounts are reduced or exhausted by Defence Costs.

The Maximum Aggregate Limit of Liability in this Coverage Section is \$10,000,000 any one period of insurance.

The Maximum Limit of Liability for **all** Liability Coverage (i.e. Directors & Officers **and** Employment Practices Liability) is \$10,000,000 any one period of insurance.

### **Where are you covered ?**

This section protects against liabilities anywhere in the world except for the USA.

### **What are some of the major exclusions under this section of the policy ?**

The following exclusions could affect you:

1. Bodily Injury or Property Damage - there is no cover under this policy for bodily injury, sickness, disease or death;
2. Contractual Liability - any claim in consequence of liability under a written or oral contract or agreement;
3. Fraud - any claim in consequence of a deliberate fraudulent act or omission as per the policy;
4. Insolvency - financial impairment of the Insured organisation; and
5. Prior and pending litigation (refer to dates shown in the policy schedule).

## **Employment Practices Liability Section**

### **What does this section cover ?**

This section covers the clubs, affiliations and associations for claims arising out of Wrongful Acts relating to employment. Such Wrongful Acts may include discrimination, harassment or unfair dismissal actions.

### **What are the cover limits ?**

**\$10,000,000** any one loss and in the aggregate any one period of insurance  
\$5,000 Deductible (costs inclusive)

**Note** - Limits of Liability and any deductible amounts are reduced or exhausted by Defence Costs.

The Maximum Limit of Liability for **all** Liability Coverage (i.e. Employment Practices **and** Directors & Officers Liability) is \$10,000,000 any one period of insurance.

### **Where are you covered ?**

This section protects against liabilities anywhere in the world except for the USA.

### **What are some of the major exclusions under this section of the policy ?**

The following exclusions could affect You:

1. Bodily Injury or Property Damage - there is no cover under this policy for bodily injury, sickness, disease or death (insured under Public & Products Liability);
2. Specified sums under contract;
3. Fraud - any claim in consequence of a deliberate fraudulent act or omission as per the policy;
4. Prior and pending litigation (1<sup>st</sup> January 2004).

## **Employee Theft**

### **What does this section cover ?**

This section covers the clubs, affiliations and associations for losses suffered as a result of theft or forgery by any identifiable employee (including volunteers) whilst in the regular service of the club, affiliation or association.

### **What are the cover limits ?**

<b>Cover</b>	<b>Limits of Cover and Deductibles</b>
<b>Employee Theft (A)</b>	<b>\$25,000</b> any one coverage event and \$100,000 in the aggregate any one period of insurance \$2,500 Deductible (costs inclusive)
<b>Investigative Costs (B)</b>	<b>\$10,000</b> Nil Deductible

## Where are you covered ?

This section protects against liabilities in Australia and New Zealand only.

## Important Information

It is a condition of this coverage that the Insured give written notice of any discovery at the earliest practicable moment and no later than ninety (90) days after such discovery, and provide proof of loss within four (4) months of such discovery.

## What are some of the major exclusions under this section of the policy ?

The following exclusions could affect you:

1. Losses sustained prior to Original Inception date of policy (1<sup>st</sup> January 2005).
2. Losses discovered and notified to insurer more than 60 days following termination of the cover.
3. Indirect or consequential losses of any kind;
4. Known dishonesty;
5. Losses sustained more than 60 days following the termination of the employee;
6. Losses sustained from accounts at financial institutions for which the Insured only requires one signatory/authorisation for transactions;
7. Employee Expenses - salaries or expenses incurred by an employee of the Insured to establish the existence of a loss; and

Please refer to the policy document for details of policy conditions and exclusions.  
The policy can be located at [www.jltsport.com.au/afl](http://www.jltsport.com.au/afl) or by calling 1300 130 373.

### 3. Personal Accident

#### Who issues this cover ?

JLT Group Services Pty Ltd (JGS) is the product issuer and the Trustee and Scheme Manager of the JLT Discretionary Trust (JDT) Arrangement. JGS (ABN 26004485214 Authorised Representative Number 274831) is a wholly owned subsidiary of Jardine Lloyd Thompson Pty Ltd.

The JDT Arrangement is a managed investment scheme made up of two parts:-

- A. **Scheme Cover** – A discretionary part which is not insurance; and
- B. **Insurance Cover** – An insurance policy purchased by the Trustee for the JDT Arrangement and its Members. This policy is issued by Accident & Health International Underwriting Pty Ltd (AHI). AHI act as agent for Allianz Australia Insurance Ltd.

Please read the Summary of Key Information on the following page.

#### What is the Period of Cover ?

1<sup>st</sup> January 2007 at 4pm Local Standard Time to 1<sup>st</sup> January 2008 at 4pm Local Standard Time

#### Who is covered ?

The JLT (Australian Football National Protection Program) Discretionary Trust Arrangement and its Members: Australian Football Clubs, Affiliations and Associations/Leagues of each State and Territory (excluding the 16 National Clubs forming the National AFL competition) including all members, regional boards, players, officials, volunteers, trainers, runners, umpires, coaches, directors, officers, committees, sub-committees and work experience students.

#### What is covered in Personal Accident ?

Capital Benefits, Non Medicare Medical Expenses (and other benefits) and Loss of Income (optional).

#### When and where are you covered ?

1. Playing in club and representation games, competitions or performances.
2. Participating in club or league training or practice sessions or official functions.
3. Travelling directly to or from club and representative games, competitions or performances, training or practice sessions or official functions (limited to 20% of the limit of cover ).
4. Engaged in activities connected with football whilst staying away from Your home during a tour for the purposes of participating in representative matches.
5. Engaged in organised club or league social or administrative activities.

#### What extensions apply ?

The major extension to the program is as follows:

If the club member is aged 30 years or under, not only do they receive cover for all of the benefits listed on the following pages, they also receive **Cardiovascular Accident coverage** if they suffer a heart attack.

Cover exists provided that:

- (a) You are not aware of any congenital defect or existing condition which would render you more than normally susceptible in any way to such “heart attack”; and
- (b) You suffer the “heart attack” whilst actually engaged in club or league training or participating in an official game or competition.

If the club member is aged 25 years and under this coverage is limited to 50% of the capital benefit.

If the club member is aged 26 to 30 years this coverage is limited to \$50,000.

If the club member is aged 31 years or over, this extension does not apply.

## Summary of Key Information about the JDT Arrangement

### A. - Scheme Cover

The Scheme Cover is not insurance but a discretionary trust. For any loss in excess of the Scheme Cover, the Insurance Cover may come into play (see "B. Insurance Cover"). Claims made within the Scheme Cover are determined at the Trustee's discretion.

If the Trustee's discretion is applied in the Member's favour, the Trustee will pay for losses up to the Scheme Cover limits after application of the Individual Member's Deductible.

### B. - Insurance Cover

The Insurance Cover purchased by the Trustee for the JDT Arrangement and its Members provides cover for a claim which is:

- In excess of the Individual Member's Deductible and the Scheme Cover; and
- Covered by the Insurance Policy terms and conditions and which is not subject to the Trustee's discretion.

Any loss that is not covered by the Scheme Cover and/or the Insurance Cover will be borne by the Member.

The Aggregate Limit of Liability for all claims in respect of any one injury or series of injuries to any number of persons arising out of any one occurrence shall not exceed \$10,000,000.

### Claims Notification Period

In order that claims reported to the Trustee will not be prejudiced due to late notification, you must notify Echelon of any claim or potential claim for the period 1 January 2007 to 1 January 2008 within 180 days from the date of injury. The JDT Arrangement set up for the period 1 January 2007 to 1 January 2008 will close 6 months after the expiry date (i.e. by 1<sup>st</sup> July 2008).

Please note that this relates to claims notified under the Scheme Cover only and does not apply to the Insurance Cover whose time limits are determined by the Insurance Policy and relative legislation.

### What are the costs for managing Personal Accident claims ?

Claims are managed by Echelon who charge \$155 per claim paid out of the total annual contributions to the Capital Benefits, Non-Medicare Medical Expenses, Loss of Income and Umpires programs.

The information above is a brief summary only.  
Please refer to the JDT Scheme Rules and the Insurance Policy for details  
of cover, rights and obligations, terms and conditions.

These documents are located at [www.jltsport.com.au/afl](http://www.jltsport.com.au/afl) or by calling **1300 130 373**.

## **Capital Benefits**

### **What does this section cover ?**

This section provides cover for the Specified Events as set out in the table below.

### **What are the benefits payable ?**

The maximum amount of cover applicable to each level is as follows:

<b>Bronze</b>	\$100,000	(U/18 \$10,000)
<b>Silver</b>	\$150,000	(U/18 \$15,000)
<b>Gold</b>	\$200,000	(U/18 \$20,000)
<b>Platinum</b>	\$250,000	(U/18 \$25,000)

<b>Specified Events</b>	<b>% of Limit of Cover</b>
1. Death	100%
2. Permanent & Incurable Quadriplegia	100%
3. Permanent & Incurable Paraplegia	100%
4. (a) Permanent Loss of sight in both eyes	100%
(b) Permanent Loss of sight in one eye	100%
5. (a) Loss of or Permanent Total Loss of use of two limbs	100%
(b) Loss of or Permanent Total Loss of use of one limb	100%
6. (a) Permanent Total Loss of the lens in two eyes	100%
(b) Permanent Total Loss of the lens in one eye	50%
7. (a) Permanent Total Loss of the use of hearing in both ears	75%
(b) Permanent Total Loss of the use of hearing in one ear	30%
8. Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extends to cover more than 40% of the entire external body	50%
9. Loss of or Permanent Loss of use of four fingers & thumb of either hand	70%
10. Loss of or Permanent Loss of use of four fingers of either hand	40%
11. (a) Loss of or Permanent Loss of use of one thumb of either hand – both joints	30%
(b) Loss of or Permanent Loss of use of one thumb of either hand – one phalanx joint	15%
12. (a) Loss of or Permanent Total Loss of use of fingers of either hand – three phalanges joints	10%
(b) Loss of or Permanent Total Loss of use of fingers of either hand – two phalanges joints	7%
(c) Loss of or Permanent Total Loss of use of fingers of either hand – one phalanx joint	5%
13. (a) Loss of or the Permanent Loss of use of toes of either foot – all – one foot	15%
(b) Loss of or the Permanent Loss of use of toes of either foot – great – both joints	5%
(c) Loss of or the Permanent Loss of use of toes of either foot – great - one joint	3%
(d) Loss of or the Permanent Loss of use of toes of either foot – other than great - each toe	1%
14. Fractured leg or patella with established non-union	10%
15. Shortening of leg by at least 5cm	7%
16. Permanent and incurable total loss or use of all limbs	100%
<p>Any benefit payable in the Schedule above is limited to 20% of the amount if the injury occurs whilst a person who is covered is travelling directly to or from a covered activity.</p> <p>Any permanent total disability or permanent total loss of use of any body part not shown above will be compensated at a percentage of \$50,000 as determined at the sole and absolute discretion of the Trustee or Insurer (as the case may be in accordance with the JDT Arrangement). Such determination will not be inconsistent with the benefits provided under events 4 to 16 inclusive unless subject to the Trustee's discretion. The benefit payable will be relevant to the covered persons capacity of employment .</p>	

## **Non Medicare Medical Expenses (and other benefits)**

### **What does this section cover ?**

This cover reimburses expenses that are not standard Medicare items and incurred within twelve (12) calendar months of you sustaining an injury and paid by you for treatment certified necessary by a legally qualified medical physician. This cover includes the cost of medical supplies and ambulance hire.

### **Important Information**

The Health Insurance Act (Cth) 1973 does not permit the Trustee or Insurer to contribute to any charges covered by Medicare (including the Medicare Gap).

This means that any charges for treatment from a Doctor, Surgeon, Anaesthetist or Surgeon's Assistant are not covered. It also means charges for X-Ray, some MRI Scans (if Medicare registered) and Public Hospitals are not covered. In addition, there will be no refund in respect of:

- (a) any expenses recoverable by you from any other insurance scheme or plan providing medical or similar coverage or from any other source except for the excess of the amount recoverable from such other policies/plans.
- (b) any expense to which the National Health Act (Cth) 1953 or any of the regulations made there under apply.

### **What are the benefits payable ?**

#### **Non-Medicare Medical Expenses**

Four levels of cover are available under this Program:

<b>Bronze (automatic min. level)</b>	<b>Silver (optional upgrade)*</b>	<b>Gold (optional upgrade)*</b>	<b>Platinum (optional upgrade)*</b>
<ul style="list-style-type: none"> <li>▪ 50% reimbursement</li> <li>▪ \$2,000 max per claim</li> <li>▪ \$100 excess per claim</li> </ul>	<ul style="list-style-type: none"> <li>▪ 75% reimbursement</li> <li>▪ \$2,500 max per claim</li> <li>▪ \$75 excess per claim</li> </ul>	<ul style="list-style-type: none"> <li>▪ 90% reimbursement</li> <li>▪ \$3,500 max per claim</li> <li>▪ \$50 excess per claim</li> </ul>	<ul style="list-style-type: none"> <li>▪ 90% reimbursement</li> <li>▪ \$7,500 max per claim</li> <li>▪ \$50 excess per claim</li> </ul>

#### **Additional Benefits**

<b>Benefit</b>	<b>Description</b>	<b>Cover</b>
<b>Student Assistance</b>	Covers reasonable and necessary expenses incurred and paid by you or your parents or guardian for services relating to education, schooling, travel costs, home tutoring, special tutoring and special equipment. <i>Available to full time students under 25 yrs of age only.</i>	100% reimbursement \$200 maximum per week 14 day elimination period 52 week maximum benefit period
<b>Parents Inconvenience Allowance</b>	Covers reasonable and necessary expenses incurred by Your parents to visit you whilst hospitalised through injury. <i>Available for each day a full time student under 20 years of age is hospitalised.</i>	\$50 per day \$3,000 maximum per claim
<b>Home Help Expenses</b>	Covers reasonable and necessary expenses incurred and paid by you for services related to home duties, for every week of continuous total disablement. <i>Available to non-income earners only.</i>	100% reimbursement \$200 maximum per week 14 day elimination period
<b>Funeral Expenses</b>	Reimbursement of actual costs of your funeral if you die as a result of an injury for which a claim is payable.	100% reimbursement \$5,000 maximum per claim

\* Clubs choosing to upgrade their Non-Medicare Medical coverage to Silver, Gold or Platinum, and therefore providing increased benefits to members, are asked to complete and return the Optional Top-up Acceptance Form provided separately with this handbook.

An Optional Top-up Acceptance Form is also located on the JLT Sport website ([www.jltsport.com.au/afl](http://www.jltsport.com.au/afl)) or can be obtained by contacting JLT Sport on **1300 130 373**.

## **Hypothetical example of steps involved in making a Non-Medicare Medical Claim**

### Step 1

As soon as possible following the injury, the player should obtain a JLT Sport Claim Form via the website at [www.jltsport.com.au/afl](http://www.jltsport.com.au/afl) or by contacting 1300 130 373. Section A of the form must be completed by the player and Section B must be completed by the club. The completed claim form **must** be submitted to Echelon within 180 days of the date of injury.

### Step 2

Have the surgeon or treating physician complete and sign the Attending Physicians Report and Incapacity to Work Statement within the claim form. When all sections are completed, post or fax the claim form to Echelon.

### Step 3

Should the player have private health insurance, it is a requirement to claim expenses covered by the private health fund **first**. A Statement of Payment should be obtained from the private health insurer and forwarded to Echelon.

### Step 4

Following treatment post all non-Medicare accounts to Echelon, or alternatively post them periodically throughout the duration of treatment. Do not send in any accounts that are partially or wholly claimable through Medicare.

## **Scenario**

Peter has sustained a serious knee injury playing football and requires a consultation with a physician to ascertain the extent of his injuries and to discuss the necessary treatment that he must undertake. Following initial treatment (including physiotherapy and arthroscopic surgery), a follow-up consultation with his surgeon reveals that Peter is required to undergo reconstructive surgery and intensive rehabilitation.

Peter has private health insurance and elects to undergo surgery in a Private Hospital. Following a hospital stay and numerous months of physiotherapy, Peter is ready to return to playing football. His club has increased their Non-Medicare medical coverage to Platinum so he is able to claim 90% of his non-Medicare medical expenses.

### Paying the Claim

The application of The Health Insurance Act (Cth) 1973 does not permit the Trustee or Insurer to contribute to any charges covered by Medicare (**including the Medicare Gap**).

**The table to follow is a guide only to explain an example of how coverage can work and should not be relied upon to make an accurate assessment of actual costs and procedures to be incurred. These will vary from actual costs.**

As a guide, the standard Australia wide basic coverage option (Bronze) is also listed to demonstrate the added benefits of electing a higher level of cover (Silver, Gold or Platinum) with Platinum coverage shown.

Function	Total Cost	Medicare		National Program			
		Coverage	Gap	Coverage (Bronze / Platinum)		Gap (Bronze / Platinum)	
Surgeon Consultation (x 3 visits)	\$190	\$143	\$47	-	-	-	-
X-Ray	\$90	\$67.50	\$22.50	-	-	-	-
Surgeon's Fee (arthroscope)	\$500	\$375	\$125	-	-	-	-
Assistant Surgeon Fee	\$120	\$90	\$30	-	-	-	-
Anaesthetist	\$300	\$225	\$75	-	-	-	-
Surgeon's Fee (reconstruction)	\$1,500	\$1,125	\$375	-	-	-	-
Assistant Surgeon Fee	\$120	\$90	\$30	-	-	-	-
Anaesthetist	\$300	\$225	\$75	-	-	-	-
* MRI Scans (x 2)	\$500			\$250 *	\$450 *	\$250 *	\$50 *
Private Hospital Stay (reconstruction)	\$4,000	-	-	\$2,000	\$3,600	\$2,000	\$400
Private Hospital Stay (arthroscope)	\$1,200	-	-	\$600	\$1,080	\$600	\$120
Physio visits (x 14)	\$1,150			\$575	\$1,035	\$575	\$115
Prosthesis	\$500	-	-	\$250	\$450	\$250	\$50
Knee Brace	\$150	-	-	\$75	\$135	\$75	\$15
Pharmacy costs	\$60	-	-	\$30	\$54	\$30	\$6
Hydrotherapy	\$90	-	-	\$45	\$81	\$45	\$9
Gym Membership (unique discretionary payment) ^	\$200	-	-	\$100 ^	\$180 ^	\$100 ^	\$20 ^
<i>Less Excess (which reduces with higher coverage)</i>				<i>(-\$100)</i>	<i>(-\$50)</i>	<i>\$100</i>	<i>\$50</i>
<b>Sub-Total</b>	<b>\$10,970</b>	<b>\$2,341</b>	<b>\$780</b>	<b>\$3,825</b>	<b>\$7,015</b>	<b>\$4,025</b>	<b>\$835</b>
<b>Less additional amount non-claimable (Max - \$3,500 Bronze/\$7,500 Platinum)</b>				<b>(-\$1825)</b>		<b>\$1825</b>	
<b>Total</b>	<b>\$10,970</b>	<b>\$2,341</b>	<b>\$780</b>	<b>\$2,000</b>	<b>\$7,015</b>	<b>\$5,850</b>	<b>\$835</b>

#### Total Claim Result

**Bronze Cover** \$10,970 costs. Coverage – \$4,341 (including Medicare coverage)  
Total out of pocket = **\$6,629** (includes \$780 Medicare gap)

**Platinum Cover** \$10,970 costs. Coverage – \$9,356 (including Medicare coverage)  
Total out of pocket = **\$1,614** (includes \$780 Medicare gap)

**Variation between coverage benefits in this one example above is \$5,015 between Bronze coverage and Platinum coverage.**

**N.B.:** With Private Health Insurance coverage (to be claimed on before claiming under this program), the person claiming will further reduce the non-Medicare rebate available - up to the full 100% coverage.

*The Medicare rebate does vary per item and also varies per state. The above coverage is a guide only.*

*\* MRI scans are covered under Medicare in certain situations. Ask when making payment and if claimable under Medicare, this is not covered under the National Program.*

*^ Coverage not automatic and only provided in unique circumstances.*

## **Loss of Income**

This is an optional extra that clubs or individuals can elect to purchase for additional premium. To obtain Loss of Income coverage please complete and return the Optional Top-up Acceptance Form provided separately with this handbook. The Acceptance Form is also located on the JLT Sport website ([www.jltsport.com.au/afl](http://www.jltsport.com.au/afl)) or can be obtained by contacting JLT Sport on **1300 130 373**.

### **What does this section cover ?**

This section covers weekly income foregone by members, regional boards, players, volunteers, officials, trainers, umpires, referees, coaches, directors, officers, committees, sub-committees and work experience students should they be injured whilst involved in a football related activity.

A club must first select the amount, in blocks of \$50 (gross), that a member is to receive if injured. The club must then select the preferred elimination period that is to apply to each claim – 14 or 49 days.

An individual must select the amount, in blocks of \$50 (gross), that is to be received if he/she is injured. A 14 day elimination period applies.

### **What is the benefit payable ?**

The cover will be either 80% of the player's net weekly income or the dollar amount selected by the club/individual – whichever is the lesser. The maximum benefit period is 52 weeks. An elimination period will apply commencing from the first day medical treatment was sought for an injury resulting in total or partial disablement, for which no compensation is payable. Please note that payments will be made to claimants net of tax.

In determining Loss of Income payments, sick leave entitlements and the relevant elimination period will be taken into account in the calculation process.

## **Umpires**

All Club Umpires (volunteers) are covered under the Australian Football National Risk Protection Program (to the level of cover taken out by their club).

Umpiring Associations/Leagues who are directly part of a Football League (i.e. umpires are paid by the football league) are provided automatic Personal Accident cover at Bronze Level (or the level of cover taken out by the Football Association/League).

If Umpiring Associations/Leagues wish to upgrade, the Australian Football National Risk Protection Program can offer additional cover as detailed below:

<b>Benefit</b>	<b>Cover</b>	<b>Cost</b>
<b>Non Medicare Medical</b>	<ul style="list-style-type: none"><li>▪ 90% reimbursement of expenses</li><li>▪ \$3,500 maximum per claim</li><li>▪ \$50 excess per claim</li></ul>	<b>\$21.00 per umpire</b>
<b>Loss of Income</b>	<ul style="list-style-type: none"><li>▪ 80% gross weekly income or \$400 per week (whichever is lesser)</li><li>▪ 14 day elimination period per claim</li><li>▪ 52 week maximum benefit period</li></ul>	<b>\$37.00 per umpire</b>

### **Conditions**

- All umpires in the Association/League must be included in the cover
- The cover is not available to individual umpires

Umpires who are directly employed by an Umpiring Association/League that is a separate organisation to the Football League itself, are not covered under this Program, except for Public Liability cover whilst officiating on match days.

Should Umpiring Associations/Leagues wish to apply for Personal Accident cover, please contact JLT Sport on 1300 130 373.

## What are some of the major exclusions in the Personal Accident cover ?

This cover will not apply to events which result from specific causes. The following examples of excluded causes could affect You:

1. Sickness or disease including mental conditions;
2. Being under the influence of alcohol or a drug other than a drug administered or prescribed by and taken in accordance with instructions from a qualified medical practitioner;
3. Any criminal act committed or attempted (including criminal assault);
4. Playing football against medical advice;
5. Air travel except as a passenger in a licensed aircraft owned/operated by a recognised airline over an established air route;
6. Any pre-existing injury or medical condition;
7. Pregnancy, childbirth or miscarriage or any complications; and
8. Travel related claims in circumstances where You are entitled to claim benefits under any State or Commonwealth Act.

The information above is a brief summary only.  
Please refer to the JDT Scheme Rules and the Insurance Policy for details  
of cover, rights and obligations, terms and conditions.

These documents are located at [www.jltsport.com.au/afl](http://www.jltsport.com.au/afl) or by calling **1300 130 373**.

# How To Make A Claim

## Personal Accident Claims

### Non Medicare Medical Claims

Firstly report the claim to Echelon. **Claims are to be first lodged with Echelon within 180 days of the injury occurring.** This can be done one of three ways:

1. **Download** - by accessing the JLT Sport website and downloading a claim form. You will need to send the claim form to us with any medical accounts for reimbursement;
2. **Online** - by accessing the JLT Sport website and completing an online claim form (available only for the current period of cover). You will need to post the physicians statement and other documents; or
3. **Phone** - by phoning Echelon on **1800 640 009** (this is a toll free number from anywhere in Australia). Claims staff will send a claim form to you for completion.

In all cases you will be allocated a claim number which should be detailed on any future accounts or correspondence relating to the same claim.

### Important information

- After \$200 worth of treatment from an ancillary provider a referral from a legally qualified medical practitioner must be obtained.
- Forward only original receipts (retaining a copy for your own records).
- Claim on your Private Health Insurer FIRST if you have Private Health cover, and send their Statement of Payment with your claim.
- Please do not send Doctors', Surgeons', Anaesthetists', X-Ray or MRI Scan accounts as they are covered by Medicare. The Health Insurance Act (Cth) 1973 does not permit the Trustee or the Insurer to pay any part of these accounts.

### Loss of Income Claims

Firstly report the claim to Echelon. **Claims are to be first lodged with Echelon within 180 days of the injury occurring.** This can be done in any one of the three ways outlined above.

### Important information

- The elimination period is 14 days.
- You must be in permanent or regular casual employment at the time of injury.
- Other cover benefits do not need to be exhausted prior to claiming on this section.
- The Attending Physicians Report must be completed by the practitioner who attended to you i.e. Doctor/Physiotherapist/Chiropractor; if a fee is charged for completing this section, that fee will be borne by the claimant.
- Your loss of income claims must be covered by a Medical Certificate for the full period of disability.
- For tax implications we recommend that you seek the advice of a qualified tax consultant. You may be required to pay tax on any Loss of Income benefit received.

### Capital Benefit Claims

If you wish to make a capital benefit claim or there is a potential for such a claim relating to permanent or partial disablement please notify Echelon immediately. Echelon claims staff will advise you on what you need to do next.

## Public & Products Liability (including Professional Liability) and Club Management Liability Claims

It is essential that you notify JLT Sport immediately on **1300 130 373** of any claim or potential claim. It is also extremely important not to admit liability or discuss the matter with a third party. JLT Sport claims staff will advise you on what you need to do next.

To access a claim form please go to [www.jltsport.com.au/afl](http://www.jltsport.com.au/afl) or call Echelon on 1800 640 009

## JLT Sport

a division of Jardine Lloyd Thompson Pty Limited  
ABN 69 009 098 864 AFSL 226827



JARDINE LLOYD THOMPSON

PO Box 7170 Hutt Street SA 5000  
Toll Free: 1800 640 009 / Telephone: (08) 8235 6444 / Facsimile: (08) 8235 6450

### PERSONAL INJURY CLAIM FORM (FOR INJURIES SUSTAINED BETWEEN 01.01.07 AND 01.01.08)

### AUSTRALIAN FOOTBALL NATIONAL RISK PROTECTION PROGRAM

Non Medicare Medical Expenses and/or Loss of Income

For information about the JLT (Australian Football National Risk Protection Program) Discretionary Trust Arrangement, please refer to our website at [www.jltsport.com.au/afl](http://www.jltsport.com.au/afl).

#### **IMPORTANT INFORMATION: PLEASE READ CAREFULLY**

#### **Claims are to be first lodged with Echelon within 180 days of the injury.**

**Non Medicare Medical Expenses: This cover does not provide for treatment from a Doctor, Surgeon, Surgeon's Assistant, Anaesthetist or other accounts which are partly covered by Medicare such as X-ray's, MRI Scans and Public Hospitals. The Health Insurance Act (Cth) 1973 does not permit the Trustee or Insurer to contribute to any charges covered by Medicare (including the Medicare Gap).**

The cover will be a percentage of the amount, as indicated below for items such as private hospital, dental, ambulance (if not otherwise covered), chiropractic, physiotherapy, osteopathy, naturopathy and massage.

- Medical treatment must be certified necessary by the attending Physician, i.e. Doctor, Surgeon, Physiotherapist, Dental Surgeon.
- Failure to complete all sections of this form properly may delay settlement of your claim.
- Please refer to the JLT Sport website for information and advice on Benefits, Excess and Special Conditions/Exclusions.
- Please send original receipts (unless retained by your Health Fund). Hospital claims must be accompanied by an itemised receipt.
- If treatment is covered by your Private Health Fund please send their rebate advice with a copy of the relevant account.
- Only one claim form (per injury) is required. We will advise you of your claim number following receipt of your claim form. This number should be quoted with all future correspondence.

#### **HOW TO CLAIM NON-MEDICARE MEDICAL EXPENSES ONLY**

When claiming for reimbursement of Non-Medicare Medical Expenses you must complete Section A and have Section B completed and signed by an Association/Club official. Medical treatment must be certified necessary by an attending physician and incurred within Australia. The Attending Physicians Report must be fully completed prior to submitting a claim. An Attending Physician includes a general practitioner, physiotherapist, chiropractor and dentist. Cover is as follows:

<b>Bronze</b>	<b>50% reimbursement to a maximum of \$2,000 (\$100 excess)</b>
<b>Silver</b>	<b>75% reimbursement to a maximum of \$2,500 (\$75 excess)</b>
<b>Gold</b>	<b>90% reimbursement to a maximum of \$3,500 (\$50 excess)</b>
<b>Platinum</b>	<b>90% reimbursement to a maximum of \$7,500 (\$50 excess)</b>

The excess applies only once to the claim in total – not to each item.

#### **CLAIMS INVOLVING LOSS OF INCOME**

Coverage under this section is an optional extra that clubs must elect to purchase. Options available are as follows:

- Club Purchase with 14 day elimination period**
- Club Purchase with 49 day elimination period**
- Individual Purchase with 14 day elimination period**

If your club has purchased this additional cover, the reimbursement will be either 80% of the player's net weekly income or the dollar amount selected by the club – whichever is the lesser. Coverage is for a maximum of 52 weeks and a 14 or 49 day elimination period will apply commencing from the first day medical treatment was sought.

If claiming for Loss of Income Benefits you must complete Section A and B, and have Section C completed by your employer. Your Attending Physician must complete the Attending Physicians Report and the Incapacity to Work Statement contained within the Claim Form (this **MUST** be completed by a General Practitioner, Surgeon or a Specialist. It will **not** be accepted if completed by a Physiotherapist, Chiropractor etc.)

**SECTION A: TO BE COMPLETED BY CLAIMANT OR LEGAL GUARDIAN IF UNDER 18 YEARS OF AGE.**

PLEASE PRINT - If there is insufficient space to answer a question, please attach additional sheets.

1. NAME OF CLUB  NAME OF TEAM / GRADE		NAME OF ASSOCIATION/LEAGUE	
2. CLAIMANTS SURNAME		GIVEN NAME	SEX
3. ADDRESS		STATE	POSTCODE
4. DATE OF BIRTH  / /	5. OCCUPATION	TELEPHONE HOME ( )	WORK ( )
6. DATE OF INJURY: / /		TIME OF INJURY: am / pm	
<p>7. (a) Describe your injury and how it happened (continue on separate page if needed)</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>(b) Are there any other factors which contributed to your injury? (If yes, detail)</p> <p>.....</p> <p>.....</p> <p>.....</p>			
<p><b>NOTE: Information required for football injury research</b></p> <p>8. a) Where did your injury occur?      <input type="checkbox"/> Indoor                      <input type="checkbox"/> Outdoor</p> <p>b) Surface at point of injury?              <input type="checkbox"/> Grass                      <input type="checkbox"/> Indoor Area              <input type="checkbox"/> Concrete/Asphalt      <input type="checkbox"/> Other .....</p> <p>c) Weather conditions?                      <input type="checkbox"/> Fine                      <input type="checkbox"/> Rain                      <input type="checkbox"/> Showers                      <input type="checkbox"/> Extreme Heat</p> <p>    <input type="checkbox"/> Extreme Cold</p> <p>d) Surface conditions?                      <input type="checkbox"/> Wet                      <input type="checkbox"/> Dry                      <input type="checkbox"/> Muddy                      <input type="checkbox"/> Hard .....</p> <p>e) Injury circumstance?                      <input type="checkbox"/> Playing (match)      <input type="checkbox"/> Training                      <input type="checkbox"/> Travelling                      <input type="checkbox"/> Other .....</p> <p>f) Quarter/half injured?                      <input type="checkbox"/> 1<sup>st</sup>                      <input type="checkbox"/> 2<sup>nd</sup>                      <input type="checkbox"/> 3<sup>rd</sup>                      <input type="checkbox"/> 4<sup>th</sup></p>			
<p><b>NOTE: This section must be completed! If exact dates not known please provide approximates.</b></p> <p>9. When do you expect to resume:</p> <p>Work: ...../...../.....      Training: ...../...../.....      Playing: ...../...../.....</p>			



**SECTION C: ONLY COMPLETE THIS SECTION IF YOU ARE CLAIMING FOR LOSS OF INCOME**

Please note: This is an optional cover for each club. Please check with the club secretary to confirm if Loss of Income coverage has been purchased.

1. Can compensation be claimed under worker's compensation or any other insurance or plan including Loss of Income?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Have you ever made any previous claims in respect to personal accident insurance or plan?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Have you engaged in any other income earning employment since you have been injured?	Yes <input type="checkbox"/> No <input type="checkbox"/>

**The following section must be completed by your employer/salary officer.  
If self employed, please have your Accountant complete these details.**

NAME OF EMPLOYER	
ADDRESS OF EMPLOYER ..... .....	PHONE ( ) ..... FACSIMILE ( ) .....
DATE CEASED WORK DUE TO INJURY ...../...../.....	DATE EXPECTED TO RESUME NORMAL DUTIES ...../...../.....
EMPLOYEE WEEKLY SALARY AS AT DATE OF INJURY NET \$.....GROSS \$ ..... <i>(If self employed, provide average weekly salary based on 12 month period directly prior to injury)</i>	DATE COMMENCED EMPLOYMENT WITH COMPANY ...../...../.....
INCOME DEFINITION: Self Employed <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Casual <input type="checkbox"/>	
During the period of incapacity has the employee received a salary? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, \$..... Period...../...../..... to ...../...../...../	
Net of business expenses, personal deductions and income tax; excludes bonuses, commissions, and other allowances; and excluding income derived from playing sport. Has the injured person returned to work? Yes <input type="checkbox"/> No <input type="checkbox"/>	
A. (If employed) Salary Officer's Name: .....	Phone No. ....
(If employed) Salary Officer's Signature: .....	Date ...../...../.....
ABN/ACN .....	
B. (If self employed) Accountant's Name: .....	Phone No. ....
(If self employed) Accountant's Signature: .....	Date ...../...../.....
Accountant's Stamp	

**All questions relating to this claim must be completed.  
Failure to complete all relevant sections will cause delays in the settlement of the claim**



JARDINE LLOYD THOMPSON  
PO Box 7170 Hutt Street SA 5000  
Toll Free: 1800 640 009  
Telephone: (08) 8235 6444  
Facsimile: (08) 8235 6450

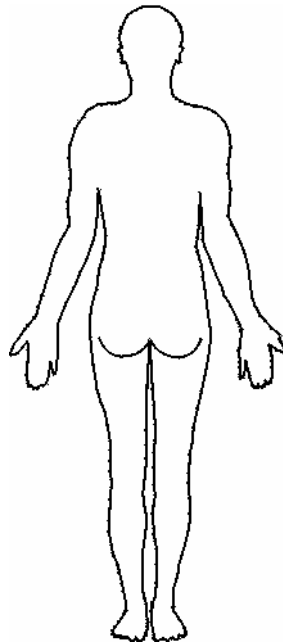
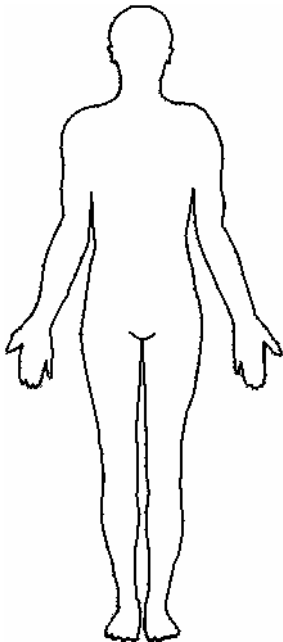
## SPORTS INJURY ATTENDING PHYSICIAN'S REPORT

Claimants Surname: .....  
Claimants Given Name: .....  
Claimants Injury Date: .....

### TO BE COMPLETED BY THE ATTENDING PHYSICIAN

**THIS FORM MUST BE COMPLETED WITHOUT EXPENSE TO JLT SPORT**

1. Diagnosis / History of Injury: .....  
.....  
.....



- Concussion
- Cut or Abrasion
- Dislocation
- Dental
- Fracture
- Sprain (Ligament)
- Rupture (Internal Organs)
- Strain (Muscle/Tendon)
- Bruise
- Other (please specify)

2. When did the patient first receive medical attention for the above? ...../...../.....  
By Whom?  
Name: .....  
Address: .....  
..... PostCode: .....

(Continued over page)

3. Do you consider the Patient's injury to be a new injury?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Recurrence of an old injury?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If recurrence please give details and describe: ..... .....	
4. Does the patient have any congenital defects or chronic diseases?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please give dates, name of treating doctor and describe: ..... .....	
5. Have you referred the patient to any other services or treatment?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Please specify the approximate number of treatments required:	
<input type="checkbox"/> Physiotherapy .....	
<input type="checkbox"/> Chiropractic .....	
<input type="checkbox"/> Surgery (please specify details) .....	
<input type="checkbox"/> Other .....	
6. Has the patient been able to do any work since the injury?	Yes <input type="checkbox"/> No <input type="checkbox"/>
7. What date do you advise the patient to return to football? .....	
8. <b>Signature of Treating Physician:</b> ..... <b>Date:</b> ...../...../.....	

\*\* If You have been unable to work as a result of the injury, and you are wishing to claim for Loss of Income please arrange for the following to be completed :-

**INCAPACITY TO WORK STATEMENT**

(To be completed if claiming for loss of income. If continuing, a new statement must be forwarded for each period absent from employment)

<b>CERTIFICATION BY GENERAL PRACTITIONER, SURGEON, SPECIALIST</b>	
I examined the person named overleaf on ...../...../.....	
In my opinion this person is/has been unfit for work from ...../...../..... to ...../...../..... inclusive.	
Are there any further remarks or comments you can make to assist in assessing this condition?	
.....	
.....	
Doctor's Name .....	
Address .....	
..... Postcode: .....	
Telephone Number ( ) .....	Facsimile ( ) .....
Doctor's Signature .....	Date ...../...../.....



## JARDINE LLOYD THOMPSON

### Jardine Lloyd Thompson Pty Limited

ABN 69 009 098 864

### COLLECTION STATEMENT UNDER PRIVACY ACT 1988

In accordance with the Privacy Act 1988 (and subsequent amendments), we, Jardine Lloyd Thompson Pty Ltd (and our subsidiaries and related entities) (JLT) draw your attention to the following:

- We may collect personal information about you by means of the enclosed document.
- We are collecting the information principally for the purpose of approaching the (re)insurance market, placing insurance, assessing and advising you on your insurance needs, claims handling or risk management (depending on your requirements). Other purposes include providing you with information about other JLT products or services. If you are proposing for or renewing insurance, the information is required pursuant to your duty of disclosure under the Insurance Contracts Act 1984, the Marine Insurance Act 1909 or at common law.
- The information we collect may be disclosed to third parties including but not limited to (re)insurers, insurance intermediaries, service providers, finance providers, advisers, agents and JLT related Group companies.
- By providing the information requested in the attached document, you agree to us collecting, using and disclosing your personal information as outlined in this Collection Statement.
- If you do not provide all or part of the information requested, we may be unable to process your application or provide other required services, your application for insurance may be declined or you may prejudice your insurance cover.
- You have the right to request access to, and correct, any personal information that we hold about you, subject to the provisions of the Privacy Act 1988.
- To assist us in maintaining correct records we ask you to inform us of any changes in your personal information provided, as they occur.
- If you provide us with personal information about other individuals, you must ensure that those persons have been made aware of the above matters. Where the information collected relates to health, criminal record or other sensitive information as defined in the Privacy Act 1988, you must obtain it with the individual's consent.
- Our Privacy Policy can be made available on request or can be accessed on our website ([www.jlta.com.au](http://www.jlta.com.au)).
- For further information contact your account executive or the JLT Privacy Officer:

Jardine Lloyd Thompson Pty Ltd, 66 Clarence Street, SYDNEY NSW 2000  
Telephone: (02) 9290 8000

# Risk Management

Risk Management is a process of systematically identifying risks and eliminating or reducing the likelihood and consequences of a risk occurring. Even with the most basic of risk management systems in place, a football club will be better equipped to provide a safe environment for all players, officials and volunteers to enjoy the sport of football.

The 2007 Australian Football National Risk Protection Program is an important element of risk management within all football clubs. JLT Sport, in conjunction with the AFL and State Associations, are developing a number of easy to understand, simple resources to assist clubs in creating a safe environment for all members. These resources are outlined below.

## Online Risk Management

The online risk management training was first introduced to the Australian Football National Risk Protection Program in 2005 with very positive results. This training allows JLT Sport to track the results of all clubs completing the simple online questionnaire and therefore actively promote its success to insurers when negotiating insurance premiums.

JLT Sport and the AFL have made this basic online training module a compulsory part of your club's registration process for the 2007 Australian Football National Risk Protection Program. All clubs are asked to complete the brief risk management questionnaire located on the JLT Sport website ([www.jltsport.com.au/afl](http://www.jltsport.com.au/afl)). This questionnaire must be completed prior to obtaining your club's Public Liability Certificate of Currency.

To register your club and complete the online risk management training, please logon to [www.jltsport.com.au/afl](http://www.jltsport.com.au/afl).

## Match Day Checklists

Another component of the 2007 Australian Football National Risk Protection Program is the compulsory completion of Match Day Checklists. Since their introduction in 2004 these checklists are now a cornerstone of the risk management culture in football clubs throughout Australia.

The checklists are designed to highlight areas that can be addressed to ultimately reduce the likelihood and/or severity of injuries. Proper use of these checklists should also assist clubs if somebody seeks to sue the club for negligence resulting in a Public Liability claim.

JLT Sport conducted an Australia-wide audit in Season 2006 that revealed over 94% of all checklists were presented on demand. These fantastic results were instrumental in negotiating reduced Public Liability premiums for the 2007 season.

For more information on Match Day Checklists, including a sample and procedures for completion, please refer to page 30 of this handbook.

## Risk Management Tools

JLT Sport in conjunction with AFL and State Associations will be conducting a series of risk management workshops throughout Australia during 2007. These workshops will be conducted predominately at State/Regional/Association conferences and will include practical advice for clubs regarding risk management and the 2007 Australian Football National Risk Protection Program.

To further assist clubs, JLT Sport have developed an interactive CD-ROM containing a range of risk management resources and tools including handbook materials, claim forms, risk management presentations and other important information to assist clubs. These CD-ROM's will be distributed to clubs and associations throughout 2007.

# Match Day Checklist

Date: \_\_\_\_\_

Home Team: \_\_\_\_\_ Away Team: \_\_\_\_\_

Ground: \_\_\_\_\_

**Field of Play** **YES** **NO**

- Has the ground surface been prepared correctly for Football matches?  YES  NO
- Is the surface free of debris? (free from glass, rocks, rubbish, etc)  YES  NO
- Is the surface in good condition? (grass length, free of holes)  YES  NO
- Are sprinkler covers correctly in place?  YES  NO
- Is the perimeter fencing safe? (signs, etc)  YES  NO
- Are you aware of any other factors which may be dangerous to the players?  YES  NO
- Have goal and behind posts been adequately padded?  YES  NO

**Weather**

- Have weather conditions or water made the surface unsafe for play?  YES  NO
- Are the weather conditions safe for the game to commence? (extreme heat, lightning etc)  YES  NO

**First Aid**

- Is a first-aid kit and ice available for treating injured players?  YES  NO
- Is there a stretcher available for use in the event of a serious injury?  YES  NO

**Change Rooms & Toilet Safety**

- Are the rooms free of debris? (free from syringes, glass, rubbish, etc)  YES  NO

**Comments (particularly for any ticked shaded box)**

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**Prior to the commencement of play, we, the undersigned, have undertaken the above inspection and agree that the playing environment is fit for play.**

.....  
Home Club/League Representative Name

.....  
Away Club/League Representative Name

.....  
Signature

.....  
Signature

**A copy of this form must be filed and kept by the HOME Club/League for each match conducted and be kept for seven (7) years. The form must be able to be provided to the AFL/JLT Sport on request if required.**

# Match Day Checklist Procedures

## **WHAT IS THE PURPOSE OF COMPLETING CHECKLISTS?**

Checklists are now part of the overall Risk Management culture for each club. They are an important part of the national program and the result of their completion is to ultimately reduce the risk of injury to participants, spectators, organisers and the general public. A very important aspect of the Program's Public Liability policy is that clubs and associations/leagues support this initiative. The main aim is to create awareness of situations that may contribute to an injury and rectify them where possible.

## **WHO HAS TO COMPLETE THEM?**

All clubs competing at the ground on match day should take part in the completion of the checklist. The form asks for a home team representative and an away team representative to sign the form once they are satisfied with the conditions.

If the association/league is responsible for proceedings on match day (i.e. shared common ground), then an association/league representative may take responsibility for the completion of the form. However, the participating clubs should still review the questions and sign the form to ensure that they are satisfied with the conditions prior to the commencement of play.

All clubs should choose a suitable person that will be responsible for this activity (and a back up if he/she is not available).

## **WHEN SHOULD THEY BE COMPLETED?**

The checklist should be completed prior to the commencement of play of the first game on match day.

## **WHAT DO WE DO IF THE CONDITIONS CHANGE DURING A GAME OR DURING THE DAY?**

If the conditions change during a game or at another time during the day common sense should prevail and the checklist process should be revisited. The full extent of the checklist process would probably not be required at this stage, however just because the form has been signed earlier indicating that conditions were safe to play, it shouldn't mean that play should continue should a danger to participants arise at a later stage.

In the event that the conditions do change significantly enough for this to be revisited, the situation should either be rectified (e.g. glass removed) or the competing clubs should meet to decide whether conditions are too dangerous to continue with play (eg extreme storm conditions). Ultimately, the responsibility for these situations will rest with the clubs. But once again, common sense should be the over riding factor.

## **WILL I BE HELD RESPONSIBLE IF I SIGN THE FORM?**

The intention of the checklist is not to hold club officials responsible should someone get injured. It is simply a form that facilitates a discussion between the clubs about the overall state of the playing condition. By signing the form there is a sense of formalising the process.

For those concerned with this process, we would like to assure you that insurance cover exists under the National Risk Protection Program to protect club officials in the case of wrongful acts or errors. However, club officials still have a duty of care to provide safe conditions for participants. Cover will not exist for officials who show wilful negligence or disregard for these responsibilities.

## **WHAT HAPPENS TO THE CHECKLIST ONCE IT HAS BEEN COMPLETED?**

The original checklist should be retained by the home club (or association/league if a common ground). A copy should be attached to the results for the day and sent in to the association/league.

## **HOW LONG DO WE KEEP THEM FOR?**

These forms should be retained for a minimum of seven (7) years for future reference.

## **WHAT IF ONE CLUB DECLINES TO SIGN THE FORM?**

If one club declines to sign the form due to dissatisfaction of playing conditions, the risk should be identified and rectified to a standard that provides safe conditions. Once both clubs are satisfied, the form should be able to be signed and play commenced.

If conditions prove too unsatisfactory and are unable to be rectified, common sense should prevail. Play should never commence until safe conditions are available to all participants.

Additional copies are available at [www.jltsport.com.au/af1](http://www.jltsport.com.au/af1) or by phoning JLT Sport on 1300 130 373.



JARDINE LLOYD THOMPSON

## OUR COMMITMENT TO YOU AND FINANCIAL SERVICES GUIDE

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September 2006

This Document provides you with a range of information you may need to know about the services Jardine Lloyd Thompson (JLT) provides for you. We encourage you to read everything here to better understand important aspects about your relationship with us, such as:

- who we are
- the services we can offer you
- how to communicate with us most effectively
- how we work for you
- our commitment to dealing responsibly and efficiently with you
- how we work with Australian and global insurers to arrange the insurance products most suited to your needs
- how to make a claim
- our work to ensure your privacy and the security of your insurance
- how we are paid for the services we provide to you
- how to contact us to ensure any problems or complaints are addressed quickly and efficiently
- special considerations for "Retail" clients.

Under Australian law, we are required to provide some of this information to you. However we have decided to go further and provide you with a full suite of information about how we work for you. This is just part of our commitment to openness and transparency.

We are committed to providing you with quality products, excellent service and comprehensive insurance advice.

### ***Where to find further information***

You can find further information about JLT by either contacting your JLT Adviser or on our website at [www.jlta.com.au](http://www.jlta.com.au). Copies of the JLT Group's latest Annual Report and any other relevant publications are available upon request.

### ***How you can contact us about your insurance***

To make things as easy as possible for you, you can give us your instructions by telephone, fax or in person, or by any other means which we agree with you. Just contact your JLT Adviser to arrange your preferred method of contact.

## **JLT – Working For You**

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### ***Our commitment to you***

We are committed to providing you with the highest quality of service and the combination of insurance and related products most suited to your needs. In the provision of our insurance and other services, we will act professionally at all times, endeavouring to advise you efficiently and effectively, and respond to your instructions.

### ***Ensuring individual service***

One or more advisers will take responsibility for providing you with our services. They will be your primary point of contact and will work to ensure a simple, quick and personalised relationship with JLT. Other employees will work to support your JLT Adviser.

### ***JLT's expertise: At your service***

JLT is a leading provider of insurance-related risk solutions and corporate services in Australia. We employ over 750 staff around the country who work to ensure quality risk management outcomes for you. JLT is a wholly owned subsidiary of the largest quoted British and European insurance broking group, which is also the sixth largest broker in the world.

This combination of international experience and Australian expertise allows us to deliver you the most comprehensive range of insurance and risk solution products and services available.

***Our Local and Global servicing capabilities***

Under the Corporations Act 2001, JLT is licensed to provide advice on general insurance products, life insurance products and managed investment schemes as an insurance broker and also to deal in these products and interests.

- JLT’s client focused approach and technical ability spans a wide and diverse range of industries and insurance markets. This enables us to provide sophisticated program design and innovative risk management solutions.
- Our skilled broking abilities include professional advice and expertise in the areas of self-funding mechanisms, catastrophe analysis, protection and disaster recovery.
- Where required, JLT has the ability to integrate global programs using our worldwide network and approved correspondent brokers.
- Our recently implemented global matrix, that focuses resources into specialist teams, further enhances the quality of streamlined and seamless services that we are able to provide to our multi national clients.

JLT can arrange/provide a vast range of Risk Products and Services including the following:

Risk Products	Services
<ul style="list-style-type: none"> <li>• Alternative Risk Transfer</li> <li>• Aviation</li> <li>• Casualty</li> <li>• Construction</li> <li>• Directors &amp; Officers Liability</li> <li>• Domestic/Personal Lines</li> <li>• E-Risks</li> <li>• Employee Benefits</li> <li>• Engineering</li> <li>• Health</li> <li>• Liability</li> <li>• Life</li> </ul>	<ul style="list-style-type: none"> <li>• Marine Cargo</li> <li>• Marine Hull</li> <li>• Media and Entertainment</li> <li>• Motor Vehicle</li> <li>• Natural Resources</li> <li>• Professional Indemnity</li> <li>• Property &amp; Business Interruption</li> <li>• Protection and Indemnity</li> <li>• Reinsurance</li> <li>• Tourism and Leisure</li> <li>• Trade Credit</li> </ul>
	<ul style="list-style-type: none"> <li>• Marketing</li> <li>• Claims Management</li> <li>• Captive Management</li> <li>• Arranging of Mutual Risk Products/Discretionary Trusts</li> <li>• Premium Funding</li> <li>• Risk Management/Occupational Health &amp; Safety and related services.</li> </ul>

**Insurance broking: How it works for you**

**Tailoring insurance products to your needs**

Before our negotiations with insurers commence on your behalf, we will help establish your insurance requirements. To do this we may need to gather and collate risk information about you. Please see the Duty of Disclosure section for more information about this.

**Quoting and placing insurance on your behalf**

Once we have established your needs, we will identify the local and overseas markets to be approached to determine the most competitive insurance coverage for you. Your JLT Adviser will provide you with expert advice to help you to make an informed decision.

When you have made your decision, we will ensure that your instructions are implemented quickly and efficiently. Any inability to fulfil your instructions will be brought to your attention immediately.

**Whom do we act for when we provide services?**

We normally provide financial services on your behalf. Occasionally, where we have negotiated facilities to the benefit of our clients, we may act as agent of the insurer and not for you. For example, we may have an authority to arrange an insurance policy under a binding arrangement with the insurer, which means we can enter into the contract on the insurer’s behalf. When we do this, we will specifically advise you.

**Your invoice and payment terms**

Your invoice will state the amount of total premium, statutory charges plus any fees you need to pay and the date on which they are payable. Our usual terms of payment are 14 days from the date of our invoice. Failure to pay on time may lead to your insurance becoming ineffective.

### **Your insurance documents**

When your insurance arrangements are complete, we will confirm this with you in writing and will forward the appropriate policy documentation to you. This will provide you with any evidence of the insurance held you may need in the future. The policy or JLT document will comprehensively set out the contractual terms and conditions of the insurance.

You should check the document and satisfy yourself that it is entirely in accordance with your understanding and instructions. Just let your JLT Adviser know if you have any concerns.

## **Claims Services: How they work for you**

### **How to make a claim**

You should notify us of any claims as soon as you can (except where your policy provides for notifying your insurer directly). If you have a third party claim you must not admit liability. It is very important that you observe all conditions in your policy about the reporting and handling of claims – failure to do so could lead to your claim not being paid.

When we receive a claim notification from you, we will notify the insurer of the claim in a timely fashion. We will confirm with you in writing when the notification has been made. We will then promptly let you know any information, comments or advice received from the insurer about your claim.

Your JLT Adviser can provide you with any additional information you need.

### **Managing your claim promptly and efficiently**

We are committed to providing you with prompt and efficient claims service:

- we will diligently pursue the settlement and collection of any claim under your insurance policy
- we will always seek to secure the fullest recovery possible
- we will keep you informed of the progress of the claim
- we will provide you with written confirmation of the acceptance of the claim and the amount of settlement agreed by the insurer.

### **Claims under Mutual Schemes**

Where JLT administer a Mutual Scheme which includes the handling of all claims, then each loss reported by a Member will be managed by our qualified and experienced claims officers, who will:

- negotiate with third parties
- appoint solicitors or loss assessors where appropriate
- negotiate the most advantageous terms
- arrange speedy resolution/settlement
- administer all aspects of your claim.

### **Claims fees**

If you require assistance from us with a claim which requires an unexpected and significant amount of time or expertise, we reserve the right to make an additional charge for it. Any charges will be agreed with you before we provide the services so you always know how much you will be required to pay.

### **Claims Made policy**

Some policies we arrange may be subject to "Claims Made" provisions. This means that claims, or possible claims, must be notified to the insurer while the policy is current. Such policies will not provide indemnity for claims, or possible claims, notified after the policy expires. We will advise you when your policy is a Claims Made policy.

### **Security Measures**

The security of your insurance is important to us. To ensure our Australian clients' needs are met the global JLT Group's Security Committee is responsible for monitoring the security measures used by JLT. The Committee reviews security on an ongoing basis, allowing our selection of insurers to be based on our knowledge and experience of the relevant market sector and the financial standing of the insurer.

The Security Committee monitors the financial standing of insurers using information in the public domain. We endeavour only to use insurers who are financially secure. However, the financial standing or condition of any insurer can change after your policy has been arranged. We can accept no responsibility for the financial standing or performance of any insurer and will not be responsible in any circumstances in the event that they are unable to meet their obligations to you.

# Our Remuneration

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## How are we paid for the services we provide?

As an insurance broker, there are several ways we can be paid. In general, our main remuneration for arranging insurance on your behalf is calculated as either:

- Commission paid to us by the insurer. This is a percentage of the insurance premium paid by you before stamp duty, fire services levy, GST and any other government charges, taxes, fees or levies. It will vary depending on the insurer and the policy and we will advise you of the range of commission upon request.

**OR**

- a Fee

**OR**

- a combination of Commission paid by the Insurer and a Fee.

Commission and Fees are earned for the policy period. We are entitled to retain all commission and fees covering the full policy period for policies placed by us on your behalf.

We may also charge you (with your agreement) a fee for any special advisory or additional claims-related services.

In addition to the fees above the JLT Group may also receive other types of income from insurers, including:

- interest earned on insurance monies passing through our bank accounts
- expense allowances or commissions from insurers for managing binding authorities and other similar facilities (including any claims which may arise under such arrangements)
- profit commissions or profit shares paid by insurers on certain classes of business
- Administrative Service Fees or expense reimbursements for some services we provide to insurers as part of providing them business or through the claims process.

In line with our policy of openness and transparency we will, when requested, endeavour to calculate and disclose the amount or a reasonable estimate of any additional income which we may receive from the above and any other sources in relation to insurances we arrange. This also applies to any non monetary remuneration we may receive from insurers such as gifts, entertainment and other incidental benefits where such remuneration could impact in any way on the services we provide to you.

We may also act as reinsurance broker to arrange facultative or treaty reinsurance for insurers with whom we have placed your insurances and we receive additional remuneration by way of commission or administrative fee for such services.

These reinsurance placements are separate and distinct contracts where we act as the agent of the insurers concerned.

Where we act as managers of a Mutual Scheme or Discretionary Trust, our fee is negotiated according to the services to be provided.

## JLT's salaries, commissions and fees

We sometimes pay bonuses to our staff for enhancing our business by providing excellent service to you. Other than that, our employees receive an annual salary, but do not generally receive a commission on any specific advice offered to you – this helps make sure JLT's advice is geared to providing the most appropriate insurance and risk management services for you. Our employees may be eligible to participate in JLT Group share plans offered (on a discretionary basis) from time to time.

In some cases another person or company may introduce you to us. In return, we sometimes share our commission or fees with them, or pay them an agreed Referral Fee.

We are committed to ensuring you receive top quality, independent advice. To help make sure of this, we endeavour to avoid any associations or relationships that are capable of influencing our advice to you, except those from which we may receive remuneration or benefits already declared to you and/or where the coverage terms benefit you.

## Information Concerning Our Retail Clients

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(As required by the Financial Services Reform Legislation)

This document serves as our Financial Services Guide (FSG). This section is of specific relevance to our retail clients, as defined by the Corporations Act 2001 as:

- Individuals, or small businesses that employ less than 20 people, or if manufacturing businesses, less than 100 people

### **And**

- where our service or advice relates to one or more of these insurances: Motor Vehicle (includes Motorcycles, however excludes CTP and motor vehicles with a carrying capacity in excess of 2 tonnes); Home building/contents, Sickness and accident, Consumer credit, Travel, Personal and domestic property, Medical indemnity or any other general insurance product prescribed by regulation.

### **Documents we may give you**

If you would like another copy of this Document or one of our specialist area FSGs, you can find them on our website at [www.jlta.com.au](http://www.jlta.com.au) or contact your JLT Adviser.

When you are buying a financial product, we will provide you with a Product Disclosure Statement. This will help you to make an informed decision about that product.

### **General advice warning**

In most instances our advice is general. To help you decide if it suits you, please read the Product Disclosure Statement. We are also happy to provide you with further information.

### **Providing you with personal advice**

Sometimes it will be appropriate to provide you with personal advice that takes into account your individual objectives, financial situation or needs. This tailored advice will help ensure that you have cover most suited to your requirements. We will provide you with a Statement of Advice where this is required by law. Any subsequent advice will be recorded by us and you may request a copy of such record in writing.

We will inform you about our fees and commissions, other benefits and any associations we have with insurers or other parties which may have influenced the advice provided.

### **Cooling off period**

Retail clients may be entitled to a minimum 14 day cooling-off period from the date cover commences during which you may return the insurance policy and receive a refund of the insurance premium paid (less amounts lawfully deducted). This is subject to the requirements of the Corporations Act 2001 and the terms and conditions of your policy. This does not affect any other cancellation rights you may have under your policy.

You should check your policy and schedule when you receive it to be sure you have the cover you require. If the cover does not meet your needs or you have any questions about your cooling off rights, simply contact your JLT Adviser for information.

### **Confirming your transaction**

We would be pleased to confirm any details about your insurance policies and transactions. Please contact your JLT Adviser by telephone or in writing to confirm any transactions (such as renewals and endorsements) under your policy. If necessary, we will obtain the information for you from the insurer on your behalf.

## Other Important Information

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### **Keeping you up to date**

From time to time JLT may offer you information about products and services which may be of interest to you. Just let your JLT Adviser know if you do not wish to receive this information.

### **Your Duty of Disclosure**

The *Insurance Contracts Act 1984* sets out certain duties you must understand before you enter into a contract of general insurance with an insurer. You have a duty to inform the insurer about every matter that you know (or could reasonably be expected to know) is relevant to the insurer's decision about whether to accept the risk of the insurance and, if so, on what terms. You have the same duty each time you renew, extend, reinstate or vary the policy and throughout the policy period.

Your disclosure requirement under the *Insurance Contracts Act 1984* is especially important in matters relating to physical risk (including alteration of risk and new or changed business activities or changed location), past claims, cancellation of insurance covers, imposition of increased premiums, insolvency or criminal convictions. Please make sure you disclose any of these things.

Your disclosure requirement is not limited to specific questions in the insurance proposal or matters applying to you in the policy. It also includes other matters like past businesses or private insurances. If you breach the duty, even innocently, the insurer may be able to reduce its liability if you make a claim or may even be able to cancel the contract. If the non-disclosure is fraudulent the insurer may also have the option of avoiding the policy from its inception.

If you are in any doubt as to the extent of the duty of disclosure or whether a piece of information ought to be disclosed, just contact your JLT Adviser.

## **Making it easy: Internet, e-mail and fax communication**

### **Using e-commerce to improve our service**

We always seek to place and service your insurance policies in the most efficient manner. Increasingly this is now best achieved by electronic trading. Some insurers even now require information to be submitted to them electronically. Where we consider it appropriate, we will exchange information with you, the insurer and other parties connected with the insurance using e-mail, through private insurance market networks and through web-enabled systems accessed via the internet.

Just let your JLT Adviser know the best method for us to communicate with you.

### **Communicating by e-mail**

We understand the convenience that e-mail provides to individuals and businesses and that you may prefer to communicate by e-mail. However, it is important to remember that email has some potential drawbacks in the provision of insurance services. There is no guarantee of the confidentiality, completeness, accuracy or receipt of an e-mail. While these are problems in themselves, please be aware they may also influence the acceptance of particular e-mails as evidence in a legal matter.

We accept no responsibility if information sent by you to us by e-mail is incomplete or corrupted. We will also be entitled to act upon any instruction from you received by e-mail which reasonably appears to have been sent by you.

For important messages, we may ask for a confirmation of receipt and we will acknowledge or respond to messages we receive from you. We may also request or send hard copies of messages where appropriate. These measures help ensure communication is accurate and protect your interests.

Where receipt of messages by a given time is critical or where the subject matter is of an important nature, we recommend you use fax or courier to ensure we receive your messages and act on them efficiently. Many contracts of insurance have provisions which require notice in writing in order to ensure compliance - particularly in relation to claims advices. The use of e-mail in such circumstances may be inappropriate.

### **Using mobile phone text messages (SMS)**

We are unable to communicate with you or accept instructions from you by means of mobile phone text message (SMS). Any messages or information sent by SMS will not be acted upon until such time as they have been confirmed by alternative means.

## **Protecting you: Avoiding conflicts of interest**

In all areas of business, conflicts of interest sometimes arise. JLT has designed efficient procedures to assist in the handling of such situations to ensure your protection at all times.

Where we act as the agent for two or more clients involved in the same (or related) loss situation, we will advise the clients involved of any conflicting interests. We will then take immediate steps to segregate the claim servicing functions for each of the clients. These steps will normally include the assignment of different JLT Advisers within JLT and the establishment of direct communication procedures.

Should a situation arise where our own interests conflict with any duty we owe to you, we will not proceed until we have fully informed you of the position and you have provided your informed consent on the manner in which we will proceed. We understand that for conflicting interest situations you may wish to secure the services of another broker to assist you with matters.

## **Our commitment to your privacy**

JLT is committed to the protection of your privacy. JLT abides by the National Privacy Principles, which set out standards for the collection, use, disclosure and handling of personal information.

You can examine JLT's Privacy Policy on our website [www.jlta.com.au](http://www.jlta.com.au), or by obtaining a copy from your JLT Adviser or the JLT Privacy Officer.

### **Dealing responsibly with your money**

We treat your money seriously. If we receive a premium from you before the policy has incepted, we always keep your money in a separate trust account in accordance with the relevant laws. Your money can only be withdrawn from the trust account to refund you or to pay the insurer when your insurance has incepted. You may agree that the money you pay is not held in trust on your behalf, but you must provide us with your consent in writing.

### **Understanding Average Clauses and Under-Insurance**

Home building and contents, fire, business interruption, industrial special risks and other policies often contain an "Average Clause". This means that you should insure for full value - which may be replacement, re-instatement, indemnity or market value depending on the type of insurance cover arranged. If you are under-insured your claim may be reduced in proportion to the amount of under-insurance.

### **Understanding Indemnity, Hold Harmless Agreements, Contracting Out and Removal of Subrogation Rights**

You may prejudice your right to a claim if, without prior agreement from your insurer, you agree to the removal of subrogation rights that could prevent the insurer from recovering the loss from a third party. You should also be cautious about "contracting out", "indemnity" or "hold-harmless" clauses which are often found in leases, licences and contracts for maintenance, supply, construction and repair. If you are in any doubt, you should forward a copy of these contracts to your JLT Adviser.

### **Insuring the interests of other parties**

If you require the interest of another party to be covered by the policy, you must request this. Most policies will attempt to exclude indemnity to other parties (such as mortgagees, lessors, principals, etc) unless their interest is expressly noted on the policy.

### **Understanding several liability**

Where your insurance cover is provided by more than one insurer it is important to note that in the event of a claim, each insurer is only responsible to the extent of their individual subscription. There is no obligation for that insurer to make up the shortfall of any other insurer in a claim or return premium payment.

### **Ensuring your satisfaction: What to do if you have a complaint**

We have efficient dispute resolution procedures in place to help you. If you have a complaint, you can communicate it to your JLT Adviser in the first instance. Alternatively, you can refer it directly to JLT's Complaints Manager in writing, by telephone, or via email – whatever is most convenient to you. We will need you to provide us with comprehensive details to help us investigate your complaint further. All information will be treated in the strictest confidence.

We belong to approved external dispute resolution schemes designed to provide independent assistance to you as follows:

- the Insurance Brokers Dispute Limited (1800 064 169) – a free consumer service for the resolution of disputes in relation to insurance brokers and their clients.
- the Financial Industry Complaints Service Limited (1300 780 808) – a free service for consumers with complaints concerning the financial services industry.

Both schemes will then refer the matter to the JLT Complaints Manager for further investigation.

**IF WE CAN HELP WITH ANYTHING MENTIONED IN THIS BOOKLET, PLEASE DO NOT HESITATE TO CONTACT YOUR JLT ADVISER.**

# Jardine Lloyd Thompson Pty Ltd Contact Details

ABN 69 009 098 864

www.jlta.com.au

## Corporate Risks and Affinity

<p><b>Adelaide</b> Level 3, 70 Hindmarsh Square Adelaide SA 5000 Tel: (08) 8418 0288 Fax: (08) 8223 6903</p>	<p><b>Brisbane</b> Level 3, 12 Creek Street Brisbane QLD 4000 Tel: (07) 3246 7555 Fax: (07) 3246 7590</p>
<p><b>Melbourne</b> Level 15, 500 Collins Street Melbourne VIC 3000 Tel: (03) 9613 1415 Fax: (03) 9614 3600</p>	<p><b>Perth</b> Level 6, 256 St Georges Terrace Perth WA 6000 Tel: (08) 9426 0444 Fax: (08) 9426 0999</p>
<p><b>Sydney</b> Level 11, 66 Clarence Street Sydney NSW 2000 Tel: (02) 9290 8000 Fax: (02) 9299 7280</p>	<p><b>Albury</b> Suite 1, Cnr Olive &amp; Wilson Streets Albury NSW 2640 Tel: (02) 6021 5133 Fax: (02) 6021 5581</p>
<p><b>Cairns</b> Suites 9 &amp; 10, Glencorp House 78 Mulgrave Road Cairns QLD 4870 Tel: (07) 4031 5299 Fax: (07) 4031 5062</p>	<p><b>Townsville</b> Suite 2, 41 Sturt Street Townsville QLD 4810 Tel: (07) 4772 4099 Fax: (07) 4721 2362</p>

## Risk Services

<p><b>Adelaide</b> 16 Hutt Street Adelaide SA 5000 Tel: (08) 8235 6444 Fax: (08) 8235 6448</p>	<p><b>Melbourne</b> Level 1, 468 St Kilda Road Melbourne VIC 3004 Tel: (03) 9860 3400 Fax: (03)9867 6719</p>
<p><b>Perth</b> Level 1, 17 Altona Street Perth WA 6005 Tel: (08) 9483 8888 Fax: (08) 9481 5640</p>	<p><b>QLD and NT</b> Local Government House, 25 Evelyn Street Newstead QLD 4006 Tel: (07) 3000 5555 Fax: (07) 3000 5550</p>
<p><b>Sydney</b> Level 11, 66 Clarence Street Sydney NSW 2000 Tel: (02) 9320 2700 Fax: (02) 9262 1267</p>	<p><b>Coffs Harbour</b> Level 6, 24 Moonee Street Coffs Harbour NSW 2450 Tel: (02) 6651 1499 Fax: (02) 6652 4531</p>
<p><b>Dubbo</b> Unit 5, Level 3, 33 Macquarie Street Dubbo NSW 2830 Tel: (02) 6884 6744 Fax: (02) 6884 6747</p>	<p><b>Lismore</b> Suite 2, Robertson Court, 106 Main Street Alstonville NSW 2477 Tel: (02) 6628 1748 Fax: (02) 6628 0629</p>

# JLT Sport Contact Details

## ***Should you have a Personal Accident claim query***

Please contact Echelon

**Telephone Number:** 1800 640 009

**Address:** Echelon  
PO Box 7170  
Hutt Street SA 5000

**Fax:** (08) 8235 6450

**Contacts:**

Ruory Kirkby	Claims Assistant	Email: <a href="mailto:kirkr@jlta.com.au">kirkr@jlta.com.au</a>
Sarah Peddle	Claims Assistant	Email: <a href="mailto:pedds@jlta.com.au">pedds@jlta.com.au</a>
Keith Turner	Snr Claims Officer	Email: <a href="mailto:tunrk@jlta.com.au">tunrk@jlta.com.au</a>
Katie Gitsham	Claims Officer	Email: <a href="mailto:gitsk@jlta.com.au">gitsk@jlta.com.au</a>
Kace King	Claims Officer	Email: <a href="mailto:kingk@jlta.com.au">kingk@jlta.com.au</a>
Graham Oliver	Claims Manager	Email: <a href="mailto:olivg@jlta.com.au">olivg@jlta.com.au</a>

***Claim Forms are available on the JLT Sport website at [www.jltsport.com.au/af](http://www.jltsport.com.au/af)***

## ***Should you have a general query or a Liability query***

**Most queries can be covered by accessing the JLT Sport website and going to the relevant section:**

Coverage = "What's covered". Proof of Liability cover = "Certificate of Currency". Most other queries = "FAQ"

**Website:** [www.jltsport.com.au/af](http://www.jltsport.com.au/af)

**Alternatively, if enquiring from – ACT, NSW, QLD, VIC or Tas please contact:**

**Telephone Number:** 1300 655 684 (business hours)

**Email:** [jltsport@jlta.com.au](mailto:jltsport@jlta.com.au)

**Address:** JLT Sport – Melbourne  
Level 15, 500 Collins Street  
Melbourne VIC 3000

**Fax:** (03) 9614 3184

**Contacts:**

Brad Edwards	Account Executive	Email: <a href="mailto:edwab@jlta.com.au">edwab@jlta.com.au</a>
Justin Gillingham	Account Executive	Email: <a href="mailto:gillu@jlta.com.au">gillu@jlta.com.au</a>
Alicia Weir	Account Executive	Email: <a href="mailto:weira@jlta.com.au">weira@jlta.com.au</a>

**Alternatively, if enquiring from – NT, SA or WA please contact:**

**Telephone Number:** 1300 655 684 (business hours)

**Address:** JLT Sport – Adelaide  
Level 3, 70 Hindmarsh Square  
Adelaide SA 5001

**Fax:** (08) 8223 6903

**Contacts:**

Matthew Linke	Account Executive	Email: <a href="mailto:linka@jlta.com.au">linka@jlta.com.au</a>
Kerrie Zwarts	Account Executive	Email: <a href="mailto:zwark@jlta.com.au">zwark@jlta.com.au</a>
Lynda Slessor	Account Executive	Email: <a href="mailto:slesl@jlta.com.au">slesl@jlta.com.au</a>
Bronson Justus	Account Manager	Email: <a href="mailto:justb@jlta.com.au">justb@jlta.com.au</a>



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