



# **PUBLIC LIABILITY, PROFESSIONAL INDEMNITY AND PERSONAL ACCIDENT COVER SUMMARY**

**FOR**



Prepared By:

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## **PUBLIC & PRODUCTS LIABILITY (Broadform occurrence wording)**

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**NAME OF INSURED:** BA Limited (trading as Basketball Australia) and its affiliated bodies (i.e. BA has affiliated state associations with various associations/clubs then affiliated with the state associations. This cover extends all the way down to include all those organisations affiliated with the controlling body), together with all members, coaches, referees, other officials, first aid personnel, administrators and voluntary workers of those organisations. Deaf Basketball Australia is also an insured under the policy, plus the 4 privately owned WNBL teams, being Adelaide, Bendigo, Sydney University and the AIS (the other 6 WNBL teams are affiliated with BA and therefore automatically included under this policy).

This program does **not** include cover for the 8 privately owned entities that compete under licence in the National Basketball League (NBL) competition.

**PERIOD OF INSURANCE:** From: 4.00pm 1<sup>st</sup> September 2009  
To: 4.00pm 1<sup>st</sup> September 2010  
Both Local Standard Time at the Insured's Australian head office

**PRODUCTS:** Principally food, drink, sporting goods and equipment and including any goods, products or property manufactured (including deemed manufacture), grown, extracted, produced, processed, assembled, altered, constructed, erected, installed, repaired, serviced, treated, sold, supplied, distributed, imported or exported by the Insured.

**INTEREST INSURED:** The Insured's legal liability to third parties to pay compensation in respect of death, illness, personal injury and/or property damage occurring during the period of insurance as a result of an occurrence and happening in connection with the business/sporting activities or caused by any of the products designed, specified, formulated, manufactured (including deemed manufacture), constructed, installed, imported, assembled, extracted, grown, processed, erected, exported, sold, supplied, distributed, treated, serviced, altered or repaired by the Insured.

**TERRITORIAL LIMITS:** Worldwide – excluding actions brought in the USA or Canada or actions to which the laws of the USA or Canada apply.

**LIMITS OF LIABILITY:**      **Public Liability**      \$ 20,000,000

In respect of any one occurrence or series of occurrences arising out of the one event during the period of insurance.

**Products Liability**      \$ 20,000,000

In respect of any one occurrence or series of occurrences arising out of one event and in the aggregate during the period of insurance.

**Property in Physical or Legal Control of Insured**      \$ 100,000

In respect of any one occurrence or series of occurrences arising out of the one event during the period of insurance.

**DEDUCTIBLE:**      \$1,000 each and every claim or series of claims arising from the one occurrence in respect of Third Party Property Damage losses, otherwise no deductible applies.

All occurrences of a series consequent upon or attributable to one source or original cause shall be deemed one occurrence for the purpose of the application of the above deductible.

**POLICY WORDING:**      OAMPS Sports Liability wording

**INSURER:**      Calliden Insurance Limited  
Level 7, 100 Arthur Street  
North Sydney NSW 2060

**Note:** The cover as outlined in this document is a broad summary only – please refer to the policy wording for details of the terms and conditions, including exclusions.

## PROFESSIONAL INDEMNITY

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<b>NAME OF INSURED:</b>	<p>All umpires, referees, coaches and other officials of BA Limited (trading as Basketball Australia) and its affiliated bodies (i.e. BA has affiliated state associations with various associations/clubs then affiliated with the state associations. This cover extends all the way down to include all umpires, referees, coaches and other officials of those organisations affiliated with the controlling body). Deaf Basketball Australia umpires, referees, coaches and other officials are also insured under the policy plus the umpires, referees, coaches and other officials of the 4 privately owned WNBL teams, being Adelaide, Bendigo, Sydney University and the AIS (the other 6 WNBL teams are affiliated with BA and therefore automatically included under this policy).</p> <p>This program does <b>not</b> include cover for the coaches and other officials of the 8 privately owned entities that compete under licence in the National Basketball League (NBL) competition.</p>
<b>PERIOD OF INSURANCE:</b>	<p>From: 4.00pm 1<sup>st</sup> September 2009 To: 4.00pm 1<sup>st</sup> September 2010 Both Local Standard Time at the Insured's Australian head office</p>
<b>INTEREST INSURED:</b>	<p>Professional legal liability to third parties for any sum or sums which the Insured may become legally liable to pay arising from any claim or claims made against the Insured for Civil Liability in the conduct of the professional duties as described in the policy, including all legal costs and expenses.</p>
<b>TERRITORIAL LIMITS:</b>	<p>Worldwide – excluding actions brought in the USA or Canada or actions to which the laws of the USA or Canada apply.</p>
<b>LIMITS OF LIABILITY:</b>	<p>\$5,000,000 any one occurrence and in the aggregate for all claims first made against the Insured during the period of insurance (subject to Section 40(3) of the Insurance Contracts Act 1984).</p>
<b>DEDUCTIBLE:</b>	<p>\$1,000 any one loss or in the aggregate for all losses excluding all costs, charges and expenses.</p>
<b>RETROACTIVE LIABILITY DATE:</b>	<p>Unlimited excluding known claims or circumstances</p>
<b>POLICY WORDING:</b>	<p>OAMPS Sports Professional Indemnity wording</p>
<b>INSURER:</b>	<p>Calliden Insurance Limited Level 7, 100 Arthur Street North Sydney NSW 2060</p>

**Note: The cover as outlined in this document is a broad summary only – please refer to the policy wording for details of the terms and conditions, including exclusions.**

## GROUP PERSONAL ACCIDENT

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**NAME OF INSURED:** All members, players, coaches, managers, referees, team workers, first aid and other officials and other personnel, including volunteers, engaged in and appropriately registered for the purpose of participating in the sport for Basketball Australia and its affiliated bodies (i.e. BA has affiliated state associations with various associations/clubs then affiliated with the state associations. This cover extends all the way down to include all those organisations affiliated with the controlling body). This cover also applies to participants in recognised BA programs designed to introduce players to the sport who may not be “members” of the organisation at that time e.g. Aussie Hoops. Womens National Basketball League (WNBL) players are also insured under this policy.

National Basketball League (NBL) players are **not** insured under this policy.

**DESCRIPTION OF BUSINESS:**

Principally Sports administration, organising and conducting sporting events, coaching, refereeing, officiating, fund-raising and any other activity incidental thereto and not limited to: -

- The development and promotion of the sport nationally
- The development and education of coaches, umpires, referees
- The preparation of representative sides, including national teams for world championships, Olympic games and international events

**PERIOD OF INSURANCE:** From: 4.00pm 1<sup>st</sup> September 2009  
To: 4.00pm 1<sup>st</sup> September 2010  
Both Local Standard Time at the Insured’s Australian head office

**SCOPE OF COVER:**

Cover limited to injury whilst an insured person is:-

- Taking part in a competition, game, performance or training session/trial – including representative training, games and performances
- Attending a social function
- Travelling to or from a competition, game, performance, social function, training session, administrative, fundraiser or volunteer activity (limited to 20% of the Capital Sum Insured in regard to Death or Permanent Disability events 1 to 32).
- Staying away from home to take part in a competition, game, performance, social function, training session or administrative activities (including representative duties).
- Engaged in administrative, fundraising or volunteer activities

where such activities are for the organisation insured.

**SUMS INSURED:**

## **A. Capital Benefits as per scale**

Maximum Capital Benefit

\$100,000

### **1. Death**

Paying the capital Sum Insured to the estate of an insured who dies as a direct result of an accident covered by this section. The death must take place within 365 days of the accident that caused it.

Death benefit will be 20% of the capital Sum Insured if the Member is under 18 years old at the time of death.

### **2. Permanent Disability**

Paying that percentage of the capital Sum Insured that is shown next to the disability in the table below. The disability must take place within 365 days of the accident that caused it occurring.

#### **Schedule of Capital Benefits**

1. Permanent total disablement	100%
2. Permanent paralysis of all limbs	100%
3. Permanent loss of use of two limbs	100%
4. Permanent loss of use of one limb	100%
5. Permanent total loss of sight	100%
6. Permanent total loss of sight in one eye	100%
7. Permanent total loss of sight or the lens in one eye	50%
8. Permanent total loss of hearing	75%
9. Permanent total loss of hearing in one ear	25%
10. Permanent Total Loss of : - Liver	75%
11. - Two kidneys	75%
12. - One kidney	35%
13. - Sexual function	45%
14. - Two testicles	40%
15. - One testicle	7.5%
16. - Spleen	30%
17. Permanent disfigurement to 100% of the surface of the head and neck	50%
18. Permanent disfigurement to 100% of the surface of the remainder of the body	25%
19. Permanent total loss of use of a thumb and all fingers on one hand	70%
20. Permanent total loss of use of all the fingers on one hand	40%
21. Permanent total loss of use of a thumb	30%

22. Permanent total loss of use of one joint of a thumb	15%
23. Permanent total loss of use of a finger	10%
24. Permanent total loss of use of two joints of a finger	7.5%
25. Permanent total loss of use of one joint of a finger	5%
26. Permanent total loss of use of a foot	15%
27. Permanent total loss of use of a big toe	5%
28. Permanent total loss of use of one joint of a big toe	3%
29. Permanent total loss of use of each other toe	3%
30. Broken leg or kneecap that will not join	10%
31. Shortening of a leg by at least 5 centimetres	7.5%
32. Any Permanent Disability or Disfigurement that is not total or is not listed under Events 7 to 31 above will be paid for in proportion to the degree of Permanent Disability as compared with the cases as listed above without taking into account the occupation of the Member.	

**Note 1:** Double the listed capital benefit applies in regard to 1. (Permanent Total Disablement) and 2. (Permanent Paralysis of all limbs) if the injured member is under 12 years of age.

**Note 2:** For NSW members only the maximum benefit for Capital Benefits 1, 2 and 3 is \$175,000.

## **B. Additional Benefits**

### **1. Loss of Income**

- a). Temporary total disablement preventing the insured person from engaging in his/her normal income producing occupation, **excluding** income earned from participating in the insured sport. Paying up to 100% of average weekly earned income.
- b). Temporary partial disablement, covering the difference between the insured persons average weekly earnings and the income received from employment in a reduced capacity due to the injury.

Weekly Benefit	\$200
Excess Period	7 days
Maximum Benefit Period	52 weeks

Note: Benefits are payable on only one of Additional Benefit 1. (Loss of Income), 2. (Student Assistance Benefit) and 3. Home Help Benefit.

### **2. Student Assistance Benefit**

Paying up to the sum insured, reimbursing 100% of costs incurred for tutoring, travelling expenses etc. to assist full time students up to 20 years to continue studies.

Weekly Benefit	\$200
Excess Period	7 days
Maximum Benefit Period	52 weeks

Note: Benefits are payable on only one of Additional Benefit 1. (Loss of Income), 2. (Student Assistance Benefit) and 3. Home Help Benefit.

### 3. Home Help Benefit

Paying up to the sum insured, reimbursing 100% of costs incurred for child minding, ironing, washing, cooking, cleaning etc.

Weekly Benefit	\$200
Excess Period	7 days
Maximum Benefit Period	52 weeks

Note: Benefits are payable on only one of Additional Benefit 1. (Loss of Income), 2. (Student Assistance Benefit) and 3. Home Help Benefit.

### 4. Non-Medicare Medical Expenses

Paying up to the insured percentage reimbursement for all Non-Medicare expenses incurred as a result of the injury. Should the insured person be insured by Private Health Insurance, or be entitled to receive reimbursement from any other source, the reimbursement will be the amount by which the Non-Medicare expenses exceed the benefit the insured person is entitled to receive from his/her Private Health Insurer or other source, to the maximum benefit per injury, less the excess.

Benefit Percentage	75%
Maximum benefit per injury	\$1,000
Excess – if Private Health Insurance	\$Nil
Excess – if <b>No</b> Private Health Insurance	\$50

**Note:** Refer to note 2 under Premium Quotation on page 19.

### 5. Parents Inconvenience Allowance

Paying the sum insured for each day a full time student up to 20 years is hospitalised due to injury.

Daily Benefit	\$25
Maximum Benefit	\$1,500

### 6. Funeral Expenses

Covering funeral expenses incurred up to the sum insured per funeral

Sum Insured	\$5,000
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The death must:

- a) Be covered under 1. 'Death' above; and
- b) Take place within 365 days of the accident that caused it occurring.



## 7. Modification Expenses

Sum Insured \$10,000

If an insured is:

- a) insured for Death, Permanent Disability and one of Loss of Earnings, Student or Home Help; and
- b) is entitled to 100% of the benefit under clause 2, 'Permanent Disability';

This benefit will pay up to the Sum Insured for costs necessarily incurred to modify the Insured's home and/or motor vehicle, or relocating to a suitable home provided that the modifications and/or relocation are certified to be necessary by a legally qualified medical practitioner.

## 8. In Memoriam Expenses

Sum Insured \$1,000

This benefit will reimburse the Insured organisation all reasonable costs associated with observance of the death of an insured member up to the Sum Insured. The death must:

- a) Be covered under clause 1. 'Death' above; and
- b) Take place within 365 days of the Accident that caused it occurring.

## 9. Dependant Children's Allowance

Sum Insured \$500

Reimbursing up to the Sum Insured for all reasonable costs incurred by the Dependant Children of an insured member as a direct result of a disability or injury caused by an Accident covered by this section whilst the Member is undergoing medical treatment. Dependant children means:

- a) Unmarried children under the age of 20 years who are still living at home; or
- b) Children under 25 years that are full time students;

who are entirely dependant on the Member at the time of the Accident.

## 10. Home Nursing Care

Sum Insured                      \$300 per week for up to 52 weeks

Reimbursing an insured member up to the weekly Sum Insured for nursing care provided by a registered nurse who is not related to the insured member where they are confined to bed for a period of not less than 7 days as certified necessary by their legally qualified medical practitioner. This cover excludes where the insured member is confined to a bed in an institution used as a nursing or convalescent home, a geriatric ward, a mental institution, a place of rest, a rehabilitation facility or a place for the care of drug or alcohol addicts.

## 11. Ancillary Non Medical Expenses

Sum Insured                      \$1,500

Reimburse an insured member up to the sum insured for ancillary non medical expenses, being expenses related to medical treatment and certified as necessary by their legally qualified medical practitioner. Ancillary non medical expenses includes items such as travel to receive treatment, but does not include wages lost by any person. No benefits are payable under this Ancillary Non Medical Expenses section 13 if benefits are paid under any of Additional Benefits 1. (Loss of Earnings), 2. (Student Help) or 3. (Home Help).

## 12. Vocational Tuition

Sum Insured                      \$3,000

Reimbursing an insured member up to the sum insured for tuition or advice fees from a licensed vocational college provided such tuition or advice is certified as necessary by a legally qualified medical practitioner and agreed to in writing by the insurer.

## 13. Rehabilitation Benefit

Sum Insured                      \$500

Reimbursing an insured member up to the sum insured for rehabilitation expenses certified as necessary by their legally qualified medical practitioner and agreed to in writing by the insurer. Rehabilitation expenses includes but is not limited to gymnasium fees or personal physical trainer fees.

**14. Unexpired Membership Benefit**

Sum Insured	\$500
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Reimbursing an insured member up to the sum insured for pro-rata refund of his/her club's or association's membership/registration fee from the date of bodily injury should they be deemed by their legally qualified medical practitioner to be unable to participate in the playing of the sport for the remainder of the season as a result of disability or injury.

**15. HIV Positive Benefit**

Sum Insured	10% of Capital Sum Insured
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If an insured member becomes HIV Positive as a direct result of an accident whilst participating in the sport the insurer will pay 10% of the Permanent Total Disability Benefit 1. as listed in the Schedule of Capital Benefits.

**16. Miscarriage or Premature Childbirth Benefit**

Sum Insured	\$2,500
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If an insured member suffers a miscarriage or premature childbirth (up to a maximum of 26 weeks of pregnancy) as a direct result of an accident whilst participating in the sport the insurer will pay \$2,500 compensation.

**17. Kidnapping Benefit**

Sum Insured	10% of Capital Sum Insured
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If an insured member is kidnapped from a covered event the insurer will pay 10% of the Permanent Disability Benefit 1 as listed in the Schedule of Capital Benefits.

**SITUATION AND/OR PREMISES:**

Worldwide

**POLICY WORDING:**

OAMPS' Sports Personal Accident, subject to \$650,000 funded aggregate deductible

**INSURER:**

Calliden Insurance Limited  
Level 7, 100 Arthur Street  
North Sydney NSW 2060

**Note: The cover as outlined in this document is a broad summary only – please refer to the policy wording for details of the terms and conditions, including exclusions.**