



Australian Veterans
Cycling Council Inc.
Insurance Handbook
2020 National Insurance Program



Gallagher

Insurance | Risk Management | Consulting

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Gallagher is one of Australia's – and the world's – largest insurance broking and risk management companies.
We're the broker of choice for more than 100,000 Australian businesses –
from micro-SMEs through to multinational corporations and iconic brands.

With 30+ regional and metropolitan branches across Australia, we understand local business communities
because we're part of them ourselves.

Globally, the Gallagher network of 850+ offices in over 30 countries, enables us to leverage relationships
with international insurance partners to create programs that achieve claims outcomes
beyond the scope of many smaller brokers.

For more information on the services we offer, please read our [financial service guide](#)
which is available from our website www.ajg.com.au.



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Attention: Australian Veteran Cycling Council Inc. Members, Players and Officials

Gallagher has been working in close partnership with the Australian sports industry for over thirty years, developing insurance and risk protection programs that identify and address the risks associated with sport. We are extremely delighted to work in partnership with both AVCC and all affiliated bodies to provide a program designed to improve all aspects of a member's physical, legal and financial safety.

We have pleasure in enclosing details of the 2020 Insurance Program for Australian Veteran Cycling Council Inc., which is extended to all affiliated associations, clubs and their members.

The insurance program provides the following cover:

- Public and Products Liability with Professional Indemnity Insurance
- Sports Injury Rehabilitation (Personal Accident) Insurance

The benefits provided by the program are not comprehensive and we would encourage all participants to take out Private Health, Life and Income Protection Insurance according to their own individual circumstances.

To maximise our service to all Affiliated Associations, Clubs and Members, we have a specialised sports team with a dedicated Team Leader, an Account Executive, an Assistant Account Executive, a Claims Manager and two in-house Sports Claims Specialists.

If you have any queries in regard to this insurance program or require assistance with any other insurance or risk management matters please give us a call. We look forward to providing exceptional service to the veteran cycling community.

Yours sincerely,

Gallagher Sport

SECTION 1 – INSURANCE PROGRAM

Sports Public & Products Liability Including Professional Indemnity Insurance

Period of insurance	31st December 2019 at 4pm Local Standard Time to 31st December 2020 at 4pm Local Standard Time.
Who is covered?	Australian Veterans Cycling Council Inc (AVCC); All AVCC registered clubs and their members, volunteers, officials, umpires and adjudicators.
Insurer/Security	Sportscover Australia Pty Ltd.
Geographical Limits	Worldwide Excluding USA & Canada.
Insured Activities	For registered members of the AVCC, benefits are applicable to third party injury and property damage occurring during any and all bike riding activities 24hrs a day, unless the AVCC insured member is competing in an event / race that is not sanctioned or conducted under the endorsed protocols of the AVCC Inc.
Deductible	\$1,000 each and every occurrence.
Scope of Cover	Your legal liability to third parties, happening during the Period of Insurance, as a result of an occurrence that is connected with your Insured Activities.

Limit of indemnity	
Public / Advertising Liability Any One Occurrence	\$20,000,000
Products Liability Any One Period of Insurance	\$20,000,000
Advertising Liability Any One Occurrence	\$20,000,000
Professional Indemnity - Any One Occurrence and in the aggregate	\$5,000,000
Property in Physical or Legal Control of the Insured	\$100,000

Policy Wording	Association Liability Policy Wording 11.18.
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Endorsements

Property Damage to Member Bikes Exclusion	It is hereby noted and agreed that Part 1 General Liability Sports Liability, What's Not Covered, Part A, General Liability is extended to exclude Damage to Members Bikes.
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Unmanned Aerial Vehicle(s) Endorsement

It is noted and agreed that with effect from the Effective Date of this endorsement, Part 1 - General Liability is extended to include the following:

UAV / RPA Liability

Liability, including vicarious liability, is extended to include UAV / RPA Liability happening during the period of insurance as the result of an occurrence that is connected with your club, league or association or in the conduct of the business. It can take place either in Australia or New Zealand and anywhere else in the world excluding USA and Canada whilst conducting normal business or club activities and adhering to club rules and by-laws, arising from or out of the ownership possession or use by or on behalf of the insured of any:

- use of Unmanned Aerial Devices (UAVs) and Remotely Piloted Aircraft Systems (RPAS).

For the purpose of this endorsement, a UAV or RPA'S shall mean an aircraft without human pilot on board, which is remotely controlled for civil or commercial use only and which weighs 2 kilograms or less.

Provided always that indemnity under will not apply in circumstances:

1. resulting from the impact or threatened impact between any UAV or RPA'S and any aircraft or aerospace device; or
2. where any UAV or RPA'S is not being operated in accordance with:
 - a. Civil Aviation Legislation Amendment (Part 101) Regulation 2016

any subsequent amending or replacement Guidance document(s) or Statutory Instrument(s).

Trial Rides

Policy is extended to include AVCC Trial Riders. The number of Trial Rides allowed per person per policy period is 2. All Trial Riders have to complete a Trail Rider Application form which is to be submitted to the AVCC and must abide by the AVCC Trial Riders Rules and Regulations.

Business Activities Endorsement

The definition of The Business is changed to reflect that coverage also extends to mountain bike riding and cyclo-cross for training and social purposes and does not extend to racing or participating in any event organised by a AVCC club or external event.

Sports Injury – Group Personal Accident Insurance

Period of insurance	31st December 2019 at 4pm Local Standard Time to 31st December 2020 at 4pm Local Standard Time.		
Insured Persons	<p>Australian Veterans Cycling Council Inc (AVCC); All AVCC registered clubs and their members, volunteers, officials, umpires and adjudicators.</p> <p>For registered members of the AVCC, benefits are applicable to injury occurring during any and all bike riding activities 24hrs a day, unless the AVCC insured member is competing in an event / race that is not conducted under the endorsed protocols of the AVCC Inc.</p> <p>Cover also includes staying away from home and travel to take part in a competition, game, performance, social function, training session or administrative activities.</p> <p>For volunteers, benefits are applicable to injury occurring whilst engaged in administrative, fundraising or volunteer activities.</p>		
Age Limitations	The policy is endorsed to automatically include any insured person over the age of 4 and under the age of 100 years. In the case where the insured person is aged 80 years of age and older, we will require Medical Clearance certificate to be provided and held by Gallagher every 12 months.		
Insurer/Security	Sportscover Australia Pty Ltd		
Geographical Limits	Worldwide.		
Policy Wording	SCA Player Accident Lloyds Policy Wording 11.18		
Sums insured			
Capital Benefits	<p>Capital & Disability Benefits whilst racing in a Sanctioned AVCC event The percentage of this amount which is Payable for each of Events 1 to 14 is set out in the policy \$100,000</p> <p>Capital & Disability Benefits whilst Training / Social / Private Rides (24hr) The percentage of this amount which is Payable for each of Events 1 to 14 is set out in the policy \$10,000</p>		
Medical Benefits	<p>Medical Benefits The percentage of the Medical Expenses covered under this section is 80%</p> <p>Physiotherapy Benefits The percentage of physiotherapy expenses covered under this Section is</p> <p>Visits 1 to 5 95% of the fee charged less rebates from other sources</p> <p>Visits 6 to 10 80% of the fee charged less rebates from other sources</p> <p>All other visits 75% of the fee charged less rebates from other sources</p> <p>The Excess payable for each claim under Section 4.2 is \$100</p> <p>The maximum amount payable per claim under Section 4.2 is \$1,500</p>		
Weekly Benefits	<p>Loss of Income The amount payable is the lesser of 100% Net Income Lost or \$500 Per Week</p> <p>Student Allowance \$500 Per Week</p> <p>Domestic Home Help \$500 Per Week</p> <p>The Excess Period under Section 4.3 is 14 Days</p> <p>The Max Benefit Period under Section 4.3 is 52 Weeks</p>		

Other Benefits

Injury Assistance & Parents Inconvenience Benefit	\$1,500
Rehabilitation Benefit - Gym Membership	\$500
Rehabilitation Benefit - Tuition	\$3,000
Bed Care Benefit	\$300 per week. Max 52 weeks
Dependant Childrens Allowance	\$500
Home Renovation Benefit	\$10,000
Funeral Expenses Benefit	\$5,000
In Memoriam Benefit	\$1,000
Kidnapping Benefit	\$10,000
Membership Benefit	\$500

Additional Benefits

The following benefits are automatically included in the policy.

Broken Bones Benefit

Neck, skull or spine	Complete fracture	\$2,500
	Other fracture	\$750
Hip		\$1,875
Jaw, pelvis, leg, ankle, knee	Complete fracture	\$1,250
	Other fracture	\$500
Cheekbone or shoulder		\$750
Arm, elbow, wrist or ribs	Complete fracture	\$625
	Other fracture	\$250
Nose or collar bone		\$500
Finger, thumb, foot, hand or toe		\$250

Dental Injury Benefit

Total loss of a tooth	Limit per tooth	\$250
	Max Benefit	\$1,000
Tooth Chipping	Limit per tooth	\$100
	Max Benefit	\$400

SECTION 2 – CLAIMS PROCEDURES

General information

The following basic rules will assist in the smooth and speedy settlement of all athletes claims:

- Notify claim to the appropriate person/party as soon as possible.
- At no stage should liability be admitted.
- All summons/writs concerning insurance must be sent to Arthur J. Gallagher & Co (Aus) Limited.
- When a criminal act is involved or suspected, the police must be notified.
- Receive insurer's authorisation prior to repairing/replacing damaged property or equipment, except in instances where there is potential for further loss or damage, whereupon immediate action should be taken.

More detailed instructions relative to specific types of claims are provided on the following pages for:

- Public Liability and Professional Indemnity
- Sports Injury (Personal Accident)

Public liability claims – incident reporting procedure

1. Incident Reporting

In the event of any incident which may give rise to a claim, the affiliated franchise owner/operator is required to immediately inform Gallagher on **1800 931 129** or email **sport@ajg.com.au**.

- The most important points to be borne in mind upon the happening of an incident likely to involve a claim are:
- full details of the circumstances should be obtained on the spot by completing an Accident &/or Incident Report form;
- the names and addresses of all witnesses (preferably independent) should be noted and statements obtained;
- no admission of liability or promise of payment should be made to any injured party or for any property damage;
- All legal requests must be immediately advised to Gallagher.

2. Intimated/Actual Potentially Serious Claims

Where a letter is received intimating a claim against the Insured, whether from a player, spectator, any third party, or from lawyers or proceedings are served, prompt action is vital. AVCC and Arthur J. Gallagher must be immediately advised, where possible, the same day as the letter or the service of the proceedings are received.

3. Documents to be sent to must include

- Completed Accident &/or Incident Report form.
- Copy of the letter of complaint.
- Writ/Court documents.
- Comments from the person who carried out any treatment at the scene and the club management comments.

4. Do not

- Admit liability nor offer any payment.
- Appoint solicitors without consent of Gallagher.
- Disclose policy terms unless legally required to do so.

It is a requirement to advise of all incidents / circumstances, which might give rise to a claim against you. It is important that Insurers are notified of potential claims at the earliest opportunity so that a response can be agreed.

Sports injury (personal accident) claims

To make a claim for injury, you will need to take the following steps within 30 days of the injury occurring:

Step 1:

Obtain a claim form from Gallagher by calling 1800 931 129 or download by visiting sport.ajg.com.au/make-a-claim.

Step 2:

Arrange for your doctor to complete the 'Medical Statement' section of the claim form.

Step 3:

Arrange for your club President, Treasurer or Secretary to complete 'The Club's Declaration' section of the claim form. If claiming loss of income, you will need your employer complete 'The Member's Employment Details' section of the claim form.

Step 4:

Return the completed claim form to Gallagher via:

Email: **sport@ajg.com.au** or by post to:

Gallagher Sporting Claims,
GPO Box 859, Brisbane,
QLD 4001.

SECTION 3 – FREQUENTLY ASKED QUESTIONS

Q1. Emergency transport expenses

What is the process for claiming for emergency transport expenses?

1. Incident occurs (club / organiser will have a log of the incident and is responsible for submitting incident report to Gallagher).
2. Transport provided.
3. Participant is billed by transport provider.
4. Player claims via private/public insurance in first instance. Private/public insurance may not cover full cost of transport which can then be claimed against the AVCC personal accident policy.
5. Gap between private/public insurance can be claimed against AVCC personal accident policy. The AVCC personal accident cover is conditional on the event incident reports/logs being received from Organisers.
6. Claim for emergency transport occurs after account with transport provider has been settled.

Participants are encouraged to settle their account directly with the transport provider before seeking reimbursement through the AVCC personal accident policy. This will ensure that the player does not incur penalty charges. However, the AVCC insurer can pay the emergency transport provider directly, under the following circumstances.

When private / public insurance exists: once a participant has claimed via private / public insurance, the benefit statement and emergency transport invoice can be lodged with the AVCC personal accident claim and the AVCC insurer will settle the gap directly to the transport provider.

Q2. Medicare gap

Does this insurance cover the 'GAP' between the cost of medical treatment and the Medicare rebate e.g. physicians, surgeons, anaesthetists?

No. Government legislation does not allow it. This policy cannot by law cover medical expenses that are covered by Medicare, including the gap between the expense and the Medicare rebate. However, if an injured AVCC member is covered by private health insurance, the personal accident policy will pay the balance above the private health insurance refund on expenses not claimable through the Medicare system, subject to the percentage reimbursement, the limit per injury and the excess applicable.

Q3. Weekly benefits – timeframe for payment

If I am eligible, what is the ongoing timeframe for payments of the weekly benefit?

Once the initial paperwork has been received and processed and the benefit has been deemed as available to your situation, we will request that you provide a doctors certificate outlining the dates that you are away from your employment and the condition from which you currently suffer. This certificate must not be longer than 4 weeks away from work and must be provided every 4 weeks.

SECTION 4 – OTHER MATTERS

Certificates of insurance

To access a Certificate of Currency please contact the AVCC or your State Body.

Hold harmless agreements

You will prejudice your rights of a claim if, without prior agreement from your insurer, you make any agreement that may prevent the insurer from recovering the loss from a third party. These 'hold harmless' clauses are often found in leases, in maintenance or supply contracts (e.g. from burglar alarm or fire protection installers), building or repair contracts and sales agreements. If you are in doubt consult us.

This notification requirement applies to all Property insurances and also to Public Liability insurance. It has a special connotation in Products Liability where you must not without the insurer's agreement, indemnify or hold a supplier harmless.

Insuring the interest of other parties

If you require the interest of any additional parties to be covered you MUST request this. Most policy conditions will If you require the interest of any additional parties to be covered you MUST request this. Most policy conditions will exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is properly noted on the policy.

Utmost good faith

Insurance contracts are subject to the doctrine of Utmost good faith and this is part of the law. Both parties must strictly adhere to utmost Good Faith and if you fail to do so, you may prejudice any claim.

Notice regarding this manual

The following points should be borne in mind at all times:

1. This manual provides a summary of cover only and does not replace, take precedence or form part of the insurance contracts arranged by us on your behalf. The insurance contracts, which are held by AVCC, provide details of the insurance terms, conditions and exclusions.
2. This manual is not intended to be a complete or exact guide to terms, conditions, warranties and exclusions of your insurance contracts. These can only be determined by studying the policy documents. This manual is intended to give you a broad working knowledge of the covers in place.
3. This manual is not to be construed as legal evidence of insurance.

It is essential that you comply with all relevant laws, by-laws and regulations. You must take all due and reasonable precautions to prevent or mitigate losses, acting as though you were uninsured. Failure to do so may prejudice your rights and entitlements under your various insurance policies. Please do not hesitate to contact us should any assistance be required.

SECTION 5 - GALLAGHER SPORT SERVICE TEAM

Your service contacts

	<p>Robert Dickinson Sports Division Account Executive</p> <p>Relevant Experience</p> <p>Robbie has been in the insurance broking industry for over 10 years and joined Gallagher in early 2016. Robbie is directly responsible for the servicing, placing and administration of many national sporting accounts such as Ice Hockey Australia, Australian Vet Cycling, Robbie is enthusiastic about placing the right cover for any risk presented to him. After playing football for over 20 years Robbie now participates in long course Triathlon and ironman events.</p>
<p>Contact:</p>	<p>+61 7 3367 5003 0466 415 122 robert.dickinson@ajg.com.au</p>
	<p>Terry Berryman Sports Division Team Leader</p> <p>Relevant Experience</p> <p>Terry has been in the insurance industry for over 15 years. Terry specialises in evaluating, placing and servicing sporting and motorsport risks. Servicing a number of national sporting accounts and high profile motor racing teams. Terry is active in the local sporting community, playing soccer most of his life and a long-time water-skier. He is committed to offering the best achievable outcomes for his clients and his service standards are parallel with his passion and knowledge for the industry.</p>
<p>Contact:</p>	<p>+61 7 3367 5010 0438 596 939 terry.berryman@ajg.com.au</p>
	<p>Jason Wilson Sports Division Account Executive</p> <p>Relevant Experience</p> <p>Jason has had a successful period playing elite Hockey for Queensland and Australia, including representational appearances for the Kookaburras at Commonwealth and Olympic Games. Knowing what success looks like, at all times Jason works with clients to ensure they achieve theirs. He does this by applying his experience as an insurance professional with his understanding of Professional Sports.</p>
<p>Contact:</p>	<p>+61 7 3367 5135 jason.wilson@ajg.com.au</p>



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