



Boxing Australia

2019/20 National Insurance Program Handbook



Gallagher



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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 25+ 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.

INTRODUCTION

Welcome to the Boxing Australia National Insurance Program. We are delighted to provide the following information to assist you with your participation of boxing activities throughout the year.

What is the National Insurance Program

The Boxing Australia National Insurance Program (the Program) is made up of three (3) key insurance policies:

- **Public and Products Liability (including Professional Indemnity) Insurance**
- **Personal Accident/Injury Insurance**

Who is covered under the program

It is important to note that outside of the cover provided to Boxing Australia Limited and each of BA's Member Associations (MA's) no other entity or business' are insured.

The Program provides cover (as defined in each relevant section of this handbook) to the following individuals (not businesses) whilst engaged in boxing activities:

- Participants / Boxers
- Coaches
- Boxing Officials
- Members, Committee Members, Employees & Authorised Volunteers of BA & MAs

***Please note:** that the policy does not cover clubs, gymnasiums or coaching organisations.

To arrange a quote, please call Gallagher on 1800 931 129.

What does our insurance handbook and web site provide

Gallagher believes access to information is important when it comes to insurance and risk protection. We are pleased to provide all BA members to important information via our Boxing-specific web site and handbook.

The web site is updated throughout the year to ensure you have access to the latest information, articles and policy details. The handbook can be downloaded as a single file so you can distribute it to your members or discuss it at committee meetings.

Alternatively, we have created individual summary documents for certain sections of the Program, so you can easily locate and distribute the information as you need.

Additional insurance options for BA members

Whilst we provide Boxing Australia members with a National Insurance Program including Public Liability, Professional Indemnity, Personal Accident Insurance and Sports Travel Insurance, we also offer a broad range of additional insurance options for BA members to access upon request.

Additional insurance available* for individual participants and boxing officials may include:

- Personal Accident Top-Up cover
- Sports Travel Insurance
- Liability insurance for Non-Boxing Australia activities
- Life and Trauma Insurance

***Please note:** The above products are not exhaustive and are not included as part of the National Insurance Program. Boxing Australia members should carefully review their individual circumstances and seek advice regarding risk protection and insurance options.

CONTACTS

National contacts

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Principal Broker

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Account Executive

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Claims contacts

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Senior Claims Executive

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Online

Boxing insurance site: sport.ajg.com.au/boxing-australia

Sport insurance site: sport.ajg.com.au

ABOUT US

Gallagher Sport

Gallagher is unique in its ability to draw on in-house technical expertise and specialty advisors to meet the broadest range of insurance and risk management.

We are not an insurance company. We don't try to sell insurance. We are risk specialists and we source risk protection options to suit your needs. Most importantly – we specialise in sport – from injuries and liability to events and property.

Our sport team is made up of experts from different industries including sport, insurance, risk management and business. Our ability to meet and exceed expectations is due to our capability to listen to your needs and understand your risks.

General Advice

The information provided by Gallagher is considered general advice only and does not take into account your personal or financial situation. This information must be read in conjunction with the Insurance Program documentation including the Policy Wording. For a copy of the policy wording, please contact your broker.

WHY GALLAGHER

Gallagher is one of the world's leading providers of insurance and risk protection. We have a long history supporting sport and related activities. We been working closely with the Australian sports industry for over thirty years developing insurance and risk protection programs that identify and address risks associated with sport.

We are a proud partner of Boxing Australia and it with great pleasure we provide this Program designed to improve all aspects of a boxing member's physical, legal and financial safety.

Strength/Benefits

Our success is based on delivering the professional advice and service our clients need to ensure their financial continuity.

We are committed to understanding your business and earning your trust. We aim to position you to financially survive any insurable event through proactive advice and solutions. Although we are a global company with multinational capabilities, our focus remains committed to local service supported by incomparable resources.

Our brokers enjoy an international standard of professional development and product knowledge. In other words, we provide better specialised resources directed to a better local delivery for you. Our strengthened relationships with insurance companies in Australia, New Zealand and globally also helps us to negotiate better deals and more coverage options; ultimately delivering even better value for money to you.

Ethical company

Gallagher has been named one of World's Most Ethical Companies consecutively since 2012.

The World's Most Ethical Companies® designation recognises companies that truly go beyond making statements about doing business "ethically" and translate those words into action. Honorees not only promote ethical business standards and practices internally, they exceed legal compliance minimums and shape future industry standards by introducing best practices today.

Gallagher is the **only** Insurance Brokerage to be named one of the world most ethical companies.



SUMMARY OF COVER

Gallagher is one of the world's leading providers of insurance and risk protection. We been working closely with the Australian sports industry for over thirty years developing insurance and risk protection programs that identify and address risks associated with sport.

We are a proud partner of Boxing Australia and it is with great pleasure we provide this Program designed to improve all aspects of a boxing member's physical, legal and financial safety.

The Program is reviewed and renewed annually to ensure it remains relevant and appropriate to the boxing Australia membership.

What is covered?

The BA National Insurance Program provides two key areas of cover:

- Personal Accident cover
- Public Liability cover including Professional Indemnity cover

In general, the running of and participation in sanctioned Boxing Australia and / or Boxing Australia Member Association activities and events are covered, including activities such as State, National & World Championships, Training Camps and formal Training for such events.

For complete coverage details, please ontact your local Boxing Australia office.

Who is Covered?		Limits & Excess
Public Liability	<ul style="list-style-type: none"> • Boxing Australia Limited (BAL) • Each of BAL's Directors, Officers, Employees, Agents and Authorised Volunteers • Each of BAL's Member Associations (MAs) • Each of the members (natural persons), committee members, officers, employees, agents and authorised volunteers of each MA • Registered Boxers of each MA • Registered Boxing Officials of each MA 	<p>Public liability:</p> <ul style="list-style-type: none"> • \$20,000,000 • Nil Excess <p>Products liability:</p> <ul style="list-style-type: none"> • \$20,000,000 • Nil Excess <p>Professional indemnity:</p> <ul style="list-style-type: none"> • \$5,000,000 • Nil Excess
Personal Accident	<ul style="list-style-type: none"> • Registered Boxers of each MA • Registered Boxing Officials of each MA • Each of BAL's Directors, Officers, Committee Members and Authorised Volunteers • Each of the MA's Directors, Officers, Committee Members and Authorised Volunteers 	<p>Capital Benefits:</p> <ul style="list-style-type: none"> • \$200,000 <p>Non-Medicare Benefits:</p> <ul style="list-style-type: none"> • 50% reimbursement (\$20 Excess), maximum \$1,500 per claim <p>Loss of Income:</p> <ul style="list-style-type: none"> • 75% of Average Weekly Earnings to a maximum of \$210 per week • 10 day Excess period • 52 Week Benefit period

***Please note:** For further details, please refer to the policy specific summaries on the following pages, or contact Gallagher for copies of policy Product Disclosure Statements (PDS).

What does personal accident insurance cover?

The Personal Accident Policy provides financial assistance to insured individuals who sustain an injury during sanctioned boxing activities.

Please note: The Health Insurance Act 1973 (Cth) prohibits general insurers from covering any item listed within the Medicare Benefits Schedule (MBS). For further information, please refer to our web site or visit www.medicare.gov.au

What does public liability and professional indemnity cover?

Public Liability provides protection for Boxing Australia, including its memeber associations, and/or individuals against legal and associated costs that may arise if accused of negligence.

Professional Indemnity is a sub-section of the Public Liability Policy. Professional Indemnity insurance provides protection for insured individuals against legal and associated costs that may arise if accused of negligent acts, errors or omissions.

PUBLIC LIABILITY INSURANCE

The following information provides summary of the policy details of the Boxing Australia Public Liability Insurance coverage including Professional Indemnity.

What is Public Liability?

Public Liability insurance provides protection for insured organisations and/or individuals against legal and associated costs that may arise if accused of negligence resulting in an injury or property damage. For example: an injured person accuses you of being responsible for their injury.

What is Professional Indemnity?

Professional Indemnity insurance provides protection for insured individuals against legal and associated costs that may arise if accused of negligent acts, errors or omissions resulting in an injury or property damage. Professional Indemnity is a sub-section of the Public Liability Policy.

Who is covered?

Boxing Australia Limited (“BAL”)

Including: each of BAL’s directors, officers, employees, agents and authorised volunteers whilst engaged in work for, or directly associated with, Boxing Australia (irrespective of whether such work is remunerated or unremunerated).

Each of BAL’s Member Associations (“MAs”)

Including: each of the members, committee members, officers, employees, agents and authorised volunteers of each such MA whilst the same are engaged in work for, or directly associated with, such MA (irrespective of whether such work is remunerated or unremunerated).

Each of the boxers registered on the Register of Boxers of each MA whilst such boxer is:

- i. competing in a boxing bout organised or sanctioned by BAL and/or a MA or MAs; and
- ii. directly training or otherwise preparing for such a bout.

Each of the boxing officials registered on the Register of Boxing Officials of each MA whilst such boxing official is engaged in work for, or directly associated with, a boxing bout or bouts organised or sanctioned by BAL and/or one or more MAs.’

Please note: The policy **DOES NOT** provide any cover for any Boxing Club, Gymnasium or Coaching business. Please refer to page 11 for more information.

Insured activities

Principally the administration, organisation, preparation and conducting of boxing events, coaching, supervised training sessions, high performance programs, coaching courses, declared working bees, declared fundraising events, static displays, property owners, lessors and lessees activities.

Policy Limits:

Public Liability – Any One Occurrence	\$20,000,000
Personal Accident	\$20,000,000
Care, Custody and Control – In respect of any one occurrence and in the annual aggregate during the period of insurance	\$50,000
Professional Indemnity – Each claim and the in the annual aggregate during the period of insurance, inclusive of supplementary payments	\$5,000,000

Excess:

Public Liability, Products Liability, Care/Custody/Control – Each occurrence, inclusive of Supplementary Payments	Nil
Professional Indemnity – Each claim, inclusive of Supplementary Payments	Nil

Scope of Cover

Public Liability insurance covers liability that may result from loss of or damage to property, loss of or use of property and death or injury due to negligence. Professional Liability insurance indemnifies against claims for compensation for breach of professional duty by reason of any negligence by way of act, error, omission or advice.

Special Conditions

Participation Cover:

The Policy includes Participation cover, including sparring. Participants must wear approved head protection and mouth guards. It is agreed that Elite Male participating members will not wear head protection during bouts as defined under the AIBA and BAL technical rules, at all other times Participating members must wear approved head protection.

Participant to Participant Cover:

Participant to Participant Exclusion: The Policy excludes any claim being made by one boxer against another boxer as a result of Personal Injury sustained during a bout or training. The Policy does not cover any defence costs, settlement or award as a result of one boxer suing another boxer for Personal Injury.

For the sake of clarity, the Participant to Participant condition and limitation on the cover does not apply to claims made by a boxer against an insured Boxing Australia official. Full policy limits apply to these claims.

PERSONAL ACCIDENT INSURANCE

The following information provides the policy details of the Boxing Australia Personal Accident Insurance coverage.

What is Personal Accident Insurance?

The Personal Accident Policy provides financial assistance to insured individuals who sustain an injury during sanctioned boxing activities. Please note, the Personal Accident Policy is a general insurance product only. It does not provide comprehensive benefits nor does it compare to Health Insurance or Life/Trauma Insurance. Please consult your personal insurance professional to review your circumstances and ensure you are adequately covered to the limits you believe necessary.

Who is covered?

- Each of the boxers registered on the 'Register of Boxers' of each Member Association
- Each of the boxing officials registered on the Register of Boxing Officials of each Member Association
- Boxing Australia & Member Association's Directors, Members, Committee Members, Officers and Authorised Volunteers

Scope of cover

Personal Accident Insurance provides financial assistance to insured individuals who sustain an injury during an insured activity. Personal Accident insurance is only available to insured individuals during organised/sanctioned boxing activities including:

- Participating in official bouts sanctioned by Boxing Australia or one of BA's Member Associations, that is, the various state & territory bodies.
- Engaged in organised training or practice (including sparring) in order to prepare for a bout sanctioned by Boxing Australia or one of BA's Member Associations.
- Travelling directly to or from or between activities described in a) or b) above and the Registered Boxers normal place of residence or place of employment. (Limits apply)
- Being engaged in administrative or organised social activities of Boxing Australia or one of BA's Member Associations.

Please note: The policy **DOES NOT** offer a 24/7 coverage for Personal Accident claims. In particular, there is no cover available when a Boxer is undertaking their own personal training away from the direct supervision of a registered BA Boxing Official and does not cover any training that would not be deemed 'normal' boxing activities.

Personal Accident Insurance Benefits and Limits

Non-Medicare Medical Benefits:

As the name suggests, Non-Medicare Medical benefits provide reimbursement for medical items that are **not listed** on the Medicare Benefits Schedule. This benefit can only be claimed by an insured individual who sustains an injury during an insured activity. The table below outlines some examples of these benefits.

Non-medicare medical	Limit/excess
50% of Non-Medicare Medical Expenses (such as physio, dental and other items not listed on the Medicare Benefits Schedule).	\$1,500 maximum limit \$20 Excess with Private Health Insurance
Unexpired membership benefit	\$500 limit
Home renovation benefit	\$10,000 limit
Funeral expenses benefit	\$5,000 limit

Medicare: The Health Insurance Act 1973 (Cth) prohibits general insurers from covering any item listed within the Medicare Benefits Schedule (MBS). For further information, please see below or visit www.medicare.gov.au

Capital Benefits:

Provides lump sum payment for permanent injuries, such as quadriplegia, paraplegia, loss of sight, or death sustained by an insured individual.

Coverage	Limit/excess
Accidental Death	\$200,000 (Limited to \$40,000 if under 18 years)
Lump Sum Benefits (Events 2-14)	up to \$200,000
Fractured bones	Not covered
Loss of teeth or associated procedures	Not covered

Loss of Income Benefits:

Loss of Income benefits provide partial compensation for income lost due to an injury sustained during an insured activity by an insured individual. Limitations apply to weekly payments, waiting periods and benefit periods.

Coverage	Limit/excess
Temporary total disablement/injury (Event 4.3.1)	\$210 per week Maximum percentage of salary = 75% Maximum benefit period = 52 weeks Excess period = 10 Days

Medicare vs Personal Accident Insurance

Medicare provides access to medical and hospital services for all Australian residents and certain categories of visitors to Australia.



Medicare offers free or subsidised treatment by health professionals such as doctors, specialists, optometrists – and in specific circumstances – dentists, and other allied health practitioners.

Other Medicare provisions may include free treatment and accommodation for public Medicare patients in a public hospital. Additional cover includes 75% of the Medicare Schedule fee for services and procedures if you are a private patient in a public or private hospital – this does not include hospital accommodation and items such as theatre fees and medicines

The Medicare Benefits Schedule (MBS) is a Australian Government resource that lists all services that are free or subsidised by the Australian Government under Medicare. Check if a service is listed under Medicare on the Department of Health MBS Online website.

The Health Insurance Act 1973 (Cth) *strictly prohibits* general insurers from covering any item that is listed on the Medicare Benefits Schedule (MBS).

This means, if you have received an invoice from a medical practitioner and it contains a “Medicare Item Number”, the Boxing Australia Personal Accident Insurer cannot provide any reimbursement for this item (including any gap).

Any receipts you receive containing items not listed on the MBS (i.e. do not contain a Medicare Item Number) should be sent to Gallagher attached to your claim form or your claim number.

ADDITIONAL INSURANCE OPTIONS

The following types (or classes) of insurance are available to all members of Boxing Australia. The following insurance policies **ARE NOT** included automatically within the BA National Insurance Program. These covers must be purchased separately via Gallagher Sport. Although this list is not exhaustive and does not include all types of insurance classes offered to BA Members by Gallagher Sport, these are common insurance policies within boxing and the broader sporting community.

Some insurances may not be relevant to you, or for various reasons the cost may make them prohibitive. However, each risk should still be considered and you should make your own decisions on how to manage that risk.

Should any changes occur to your circumstances please ensure we are notified so that we have the opportunity to assess the impact of the changes on your insurance and inform your insurer where necessary. Unless we hear from you we shall assume you do not require any further review or information regarding these risks at this time.

Optional insurance policies for BA members

Optional Cover	Description
Personal Accident Top-Up	Increased cover over and above that provided by the BA program for Injury sustained as a result of participation in Boxing
Sports Travel Insurance	Covering Travel to participate in boxing events and tournaments, including additional and medical costs as a result of participation in Boxing
Life & Trauma Insurance	Tailored personal protection for death and permanent / temporary disability whilst participating in Boxing.

For further information, coverage enquiries and/or quotes for any of the above policies please contact Gallagher Sport directly.

BOXING CLUBS, GYMNASIUMS & COACHING BUSINESSES

The Boxing Australia program does not provide cover for Boxing Clubs, Gymnasiums or Coaching Businesses. It is important to note the distinction between the BA Program that covers individual coaches, that is natural persons, but does not cover any legal entities or other corporate structures.

However, Gallagher, in conjunction with the Boxing Australia insurers, are able to offer discounted insurance premiums that will sit alongside the Boxing Australia programs. The following types (or classes) of insurance are available to any Boxing Club, Gymnasium or Coaching business. Although this list is not exhaustive and does not include all types of insurance classes offered by Gallagher Sport, these are common insurance policies within boxing and the broader sporting community.

Insurance policies for Boxing Clubs, Gymnasiums & Coaching Businesses

Optional Cover	Description
Public & Professional Liability	Protection against allegations of negligence whilst conducting your business operations, including coaching.
Management / Association Liability (D&O)	Protection for clubs/associations including Directors & Officers Liability, Employment Practices Liability, Employee Theft, etc.
Travel	Personal insurance protection whilst travelling interstate or internationally for boxing activities.
Club property	Tailored protection against damage and/or theft for buildings, property and equipment owned by clubs/ gymnasiums/businesses.
Life/Trauma insurance	Tailored personal protection for death and permanent/temporary disability whilst participating in boxing
Cyber insurance	Protection against claims made arising from use of the internet, email, intranet, extranet or website for issues such as breach of privacy; transmission of a virus; Third Party Liability for mistakenly infringing someone's copyright or publishing a defamatory statement on your website

For further information, coverage enquiries and/or quotes for any of the above policies please contact Gallagher Sport directly.

IMPORTANT INFORMATION

Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

Non-disclosure statement

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Please note: The disclosure is especially important in matters relating to the physical risk, past claims, cancellations of insurance covers, the imposition of increased premiums etc. and any matters that might affect the acceptance of the risk (such as insolvency or criminal convictions).

Your duty of disclosure must be taken seriously as it may affect your right to claim. Disclosure is not limited to matters applying to the insured named in the policy but includes other past businesses or private insurances.

Average Clause

Under insurance

Many policies contain a co-insurance (or average) provision whereby you may be required to bear a ratable proportion of the loss in the event that the sum insured is less than the value of the insured property at the commencement of the insurance. Sums insured should be such as to ensure you are not penalised by this provision.

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.

Interested Parties

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. Please contact your nearest Gallagher office if you require a Certificate of Insurance with an interested party noted.

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.

Change of Risk/Circumstances

It is our duty as brokers to give you sound professional advice, but that advice can only be sound and valid if we are kept properly informed of changes and developments to your business or circumstances.

It is imperative you advise us of location changes, of new business activities, radical departure from your normal form of business or change in products as such have a tremendous bearing on the adequacy of your insurance program. Your insurers have assessed and accepted your risks on the basis of information given – any variation of those details could lead to an uninsured loss if they are not disclosed.

For example, an insurer may well accept an engineering risk but no longer give cover if a woodworking activity is entered into. In liability insurance, underwriters must be informed if the nature of your business changes and, specifically in Products Liability, if your product range changes or you are involved in products not previously made known to underwriters. In Personal Accident insurance, a change in occupation could prejudice your cover.

In order to ensure proper protection, please consult with us if you are in doubt as to whether an insurer should or should not be told of certain changes. We would rather give you the extra service by answering those queries, than allow you to take the risk of losing your proper protection under your insurance policies.

PRIVACY STATEMENT

Who does this Privacy Statement apply to?

This Privacy Statement applies to the following entities: Arthur J. Gallagher & Co (Aus) Limited, Arthur J. Gallagher (Aus) Pty Ltd, Arthur J. Gallagher (Life Solutions) Limited and Specialised Broking Associates Pty Ltd, collectively referred to as Gallagher in this document.

In this document the words 'we', 'our' and 'us' are used to refer to Gallagher. 'You' and 'your' refer to you as the person whose personal information Gallagher may collect and maintain.

Why is it important?

We recognise the importance of your privacy and will protect your personal information. In some circumstances external organisations may also hold information about you on our behalf so that they can provide services to Gallagher. The Australian Privacy Principles (APPs) govern the way we collect, use, handle, disclose and secure information about you. All companies within Gallagher are subject to the APPs as set out in the Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth).

What does it cover?

Access to your information

The APPs permit you access to the information we hold about you in order to correct or update it.

How and why we collect your personal information

We collect 'personal information' specific to, and required for, the services and products that we provide to our clients. The personal information we collect and maintain may comprise of your:

- Name
- Address
- Contact details
- Information relating to your business, and/or
- Information about other parties that you may or intend to conduct business with

For some products and services we may also collect and maintain 'sensitive information'. This may include:

- Health information
- Genetic information
- Biometric information
- Religious beliefs or affiliations
- Membership of a professional or trade association
- Membership of a trade union, and/or
- Any criminal convictions

We will obtain your consent prior to collecting and maintaining any 'sensitive information' about you, unless the collection of this information is required or authorised under Australian law (i.e. it is required by a court/tribunal order).

Gallagher collects information either directly from you or indirectly from third parties. For example, we may obtain personal information from third parties such as:

- Past insurers
- Premium funders
- Other service providers, and/or
- Publically available sources

The information collected allows us to:

- Analyse risks
- Properly administer your claims or claims brought against you
- Provide insurance, financial and investment advice
- Arrange and place insurance cover
- Facilitate the payment of funds owing to insurers, and/or
- Initiate and maintain your and/or your employee's membership of relevant organisations (such as superannuation funds or industry associations)

We collect information from the www.ajg.com.au site using server logs and Google Analytics. When you visit the site to read, browse or download information, the system will record/log your IP address (the address which identifies your computer on the internet and which is automatically recognised by our web server), date and time of your visit to the site, the pages viewed and any information downloaded. This information will only be used for the purpose of site analysis and to help us offer you improved online service. We may automatically collect non-personal information about you such as the type of internet browsers you use or the site from which you linked to our websites. You cannot be identified from this information and it is only used to assist us in providing an effective service on our websites.

What happens if you do not provide Gallagher with access to your personal information?

If the information required is not provided, Gallagher or any third party suppliers may not be able to provide the services you require.

How we may disclose your personal information

We may seek the services of relevant third party suppliers (e.g. insurers, agents, loss adjusters, risk managers, investment managers, external administrators, mail-houses etc.) to carry out specialised activities. Some of these third parties are appointed by Gallagher to perform specific tasks on a case-by-case basis; others provide insurance and financial services to you as recommended by us.

Where your personal information is provided to these third parties to enable them to perform their agreed activities, they are required to abide by the APPs and use the personal information provided for the sole purpose of supplying their specific services.

Disclosure of your personal information to third parties overseas

On some occasions we may also need to disclose your personal information to overseas third parties, including some insurers, underwriting agencies and insurance brokers. In particular this may include related parties such as subsidiaries of our ultimate parent company, Gallagher & Co., in the United States of America, United Kingdom, New Zealand, Singapore or India to assist in providing our services to you.

Prior to disclosing your personal information to other overseas recipients we will confirm the location of the overseas third party to you and seek your specific consent. We will also take reasonable steps to ensure the overseas third party uses the personal information for the purpose intended and does not breach the APPs.

Disclosure of your personal information required by law

We may also be required by law to disclose your personal information, such as when we are required to comply with a subpoena, warrant or other legal process.

Security of your personal information

Gallagher will take steps as are reasonable in the circumstances to protect any personal information that we hold from misuse, interference and loss, and to protect it from unauthorised access, modification and disclosure.

Gallagher's premises throughout Australia maintain physical security over paper files, electronic data stores and other records. We also maintain computer and network security, such as user identifiers and passwords to control access to computer systems where personal information is stored.

Your rights regarding your personal information

We will take reasonable steps to ensure the accuracy and completeness of your personal information and to ensure that it is up to date whenever we collect, use or disclose it.

Please contact your local Gallagher office if you:

- Would like to access or revise your personal information
- Believe that the information we currently have on record is incorrect or incomplete.

Direct marketing and your privacy

We regularly distribute to our clients general information and newsletters regarding Gallagher's products and services. If we believe it may be of interest to you we may, from time to time, supply you with specific information regarding some of our products and services.

We will always provide a simple 'opt-out' option with this kind of correspondence. Alternatively, you may update your preferences by contacting your local Gallagher office.

Privacy Complaints

If you believe that we have not protected your personal information as required under the APPs, and you wish to make a formal complaint about a possible breach, you are able to contact our Risk and Compliance Department on 1800 068 000. You may also email full details of your complaint to privacy@ajg.com.au. Your complaint will be managed via Gallagher's Internal Privacy Complaint Procedure. This Procedure assures you of a timely and accurate response to your complaint.

Any unresolved complaints should be referred to the Privacy Commissioner. For further information on Privacy please visit the Australian Government Office of the Australian Information Commissioner Website at <http://www.oaic.gov.au>

Changes to our Privacy Statement

We may change our Privacy Statement from time to time. The current version is available on our website located at www.ajg.com.au or you may request that Gallagher provide you with a copy by post, email or other form.

We do not charge for this service.



Gallagher



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Arthur J. Gallagher & Co (Aus) Limited. Operates under AFSL No. 238312. To the extent that any material in this document may be considered advice, it does not take into account your objectives, needs or financial situation. You should consider whether the advice is appropriate for you and review any relevant Product Disclosure Statement and policy wording before taking out an insurance policy. Our FSG is available on our website, www.ajg.com.au. Arthur J. Gallagher & Co (Aus) Limited. ABN 34 005 543 920, Level 12, 80 Pacific Highway, North Sydney, NSW 2060. REF2587-0819-V1.2