



'Private and Confidential'

Insurance Handbook

Prepared For:



Australian Fencing

And Its officials and Members



Confidentiality

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The concepts and recommendations outlined herein are, and will remain, the intellectual property of OAMPS Insurance Brokers Ltd

Contents

Summary of Covers	2
Public & Products Liability Insurance	3
Who is covered?	
When & where is cover provided?	
What is covered?	
Sum Insured	
Professional Indemnity Insurance	4
Who is covered?	
When & where is cover provided?	
What is covered?	
Sum Insured	
Sports Injury Cover Insurance	5
Who is covered?	
When & where is cover provided?	
What is covered?	
Association Liability Insurance	8
Who is covered?	
When & where is cover provided?	
What is covered?	
Sum Insured	
Corporate Travel Insurance	9
Who is covered?	
When & where is cover provided?	
What is covered?	
Sum Insured	
How to Make a Claim	11
Frequently Asked Questions	12
OAMPS Team Contact Details	13

Summary of Covers

Cover under the Program consists of the following:

1. Public & Products Liability Insurance
2. Professional Indemnity Insurance
3. Sports Injury Cover Insurance
4. Association Liability Insurance
5. Corporate Travel Insurance

The above policy benefits, terms and conditions are summarised on the following pages. To obtain a full copy of the policy schedules and wordings please contact OAMPS Insurance Brokers.

Sports Combined Insurance – Public & Products Liability

INSURED:	<i>Australian Fencing Federation, All State Fencing Bodies, All Individual Affiliated Fencing Clubs</i>
PERIOD OF INSURANCE:	From: 1 January 2011 To: 4.00 pm Local Standard Time, 1 January 2012.
WHO IS COVERED:	AFF & Affiliates in Australia together with all members, employed coaches, officials, first aid personnel, including: Fencing Activity Facilitators, administrators Voluntary workers of affiliates. All AFF sanctioned events conducted within the period of insurance (this includes after school sports programs run in conjunction with the Australian Sports Commission).
WHEN AND WHERE COVER IS PROVIDED:	12 Months from a date to be advised and provides cover worldwide excluding USA & Canada.
WHAT COVER IS PROVIDED:	Public Liability Products Liability Property in Care, Custody or Control <u>Public & Products Liability</u> Covering your legal liability to pay compensation for Personal Injury, Property Damage, and/or Advertising Liability, that happens during the period of insurance which is caused by an occurrence in connection with the premises or business related to AFF or an AFF Affiliated Club <u>Participant Liability</u> Protects the insured against those sums for which it becomes legally liable to pay because of actions brought against it by a participant whilst competing and/or practicing in an insured activity (as outlined above). This insurance also includes claims or incidents brought by one participant against another participant for personal injury or property damage occurring whilst competing and or practicing in AFF approved Activities. <u>Tenant's Liability</u> Protects the insured in regard to its legal liability incurred from its occupation of its rented premises. This liability protection does not apply to liability, which is assumed under an agreement or lease unless that liability would have attached without such agreement or lease <u>Property Owner's Liability</u> Protects the insured for its legal liability arising from ownership of the premises. <u>First Aid Treatment Risk</u> Relating to liability arising from the application of first aid or medical treatment given by Trainers and First Aid Officers appointed by the insured to provide first aid and other medical services to which they are qualified to perform. This extension excludes first aid or medical advice provided by a professionally qualified medical or paramedical person. <u>Property in Care, Custody or Control</u> Relates to legal liability for damage to property in your care, custody or under your legal control. This section does not cover malicious damage caused by the Insured or repair of Insured's work that was incorrectly or inadequately or defectively performed on or in respect of it. As per the policy wording. <u>Advertising Liability</u> Protects the Insured for such things as Libel, Slander or Defamation (not made with the prior knowledge of the falsity thereof); infringement of patent, copyright design or title or slogan; privacy or unfair competition or idea misappropriation under an implied contract; any invasion of right of privacy where occurring unknowingly and unintentionally and committed or alleged to have been committed during the period of insurance in any advertisement, publicity articles, broadcast or telecast and arising out of the activities of AFF and Affiliated Clubs.
SUMS INSURED	Public Liability: \$20,000,000 Any one occurrence during the period of insurance. Products Liability: \$20,000,000 Any one occurrence and in the aggregate during the period of insurance Nil each and every Occurrence

Sports Combined Insurance - Professional Indemnity

INSURED:	<i>Australian Fencing Federation, All State Fencing Bodies, All Individual Affiliated Fencing Clubs</i>
PERIOD OF INSURANCE:	From: 1 January 2011 To: 4.00 pm Local Standard Time, 1 January 2012.
WHO IS COVERED:	<p>AFF Registered & Qualified Coaches accredited with the Australian Sports Commission, Umpires, Officials and First Aid Personnel attached to the AFF or any of its affiliated state bodies and clubs.</p> <p>AFF Registered & Qualified Fencing Coaches providing coaching instruction / lessons to individuals who may not be affiliated or registered members of a state association. <i>Cover is conditional upon AFF Registered & Qualified Fencing Coache declaring to the AFF the date, location where the coaching will be held and the number of the participants (in the case of non members only).</i> The AFF must keep a register and declare to OAMPS every quarter.</p> <p>Fencing Activity Facilitators – for the supervision and implementation of the AASC program as developed by the AFF. <i>Cover is conditional upon AFF declaring to OAMPS Insurance Brokers the date, location where the coaching will be held and the number of the participants.</i> Declarations will be required every quarter.</p> <p>Trainee Fencing Coaches – Cover is provided under this policy for Trainee Coaches who have enrolled and are progressing through their qualifications. The Trainee coach must be given specific direction by a registered and qualified fencing coach who will provide feedback and support. It is not necessary for the qualified coach to be present when the Trainee Coach is providing instruction, provided that they above steps are adhered to.</p>
WHEN AND WHERE COVER IS PROVIDED:	12 Months from a date to be advised and provides cover worldwide excluding USA & Canada.
WHEN AND WHAT COVER IS PROVIDED:	Professional Indemnity Covering the above mentioned parities (“who is covered” section) against liability to pay compensation or damages for personal injury and/or property damage arising from a claim first made against the Insured and notified to the Insurer during the Period of Insurance resulting from a breach of Professional Duty in connection with the AFF Federation.
SUMS INSURED	Professional Liability: \$5,000,000 any one occurrence and in the aggregate during the period of insurance.
EXCESSES	Nil each and every Occurrence

Sports Combined Insurance – Sports Injury Cover

INSURED: *Australian Fencing Federation, All State Fencing Bodies, All Individual Affiliated Fencing Clubs*

PERIOD OF INSURANCE: From: 1 January 2011
To: 4.00 pm Local Standard Time, 1 January 2012.

WHO IS COVERED: **Affiliated Australian Fencing State Members as Declared:**

ACT Fencing Federation:
NSW Fencing Federation:
Fencing South Australia:
Fencing Victoria:
Western Australia Fencing Association:

Total Declared Insured Members: 1,458

SCOPE OF COVER: Worldwide coverage for Accident whilst involved in the following authorised/sanctioned activities or events:

- Competing in official matches / games
- Participating in training or practice sessions, or official functions
- Travelling to or from matches/games, training, meetings or official functions
- Engaged in activities connected with the sport whilst staying away from home during a tour for the purpose of participating in matches/games
- Engaged in authorised voluntary work/committee meetings

WHAT ARE YOU COVERED FOR:

Capital Benefits

The cover under this section provides \$50,000 for death resulting from accident. All other permanent disabilities are calculated using a percentage of the death benefit depending on the severity of the injury. For full details of these percentages, please refer to the Schedule of Capital Benefits contained in the policy wording. Please Note Death is limited to 20% for Members whose age is less than 18.

Modification Expenses

The cover under this section provides for costs necessary up to a maximum of \$10,000 to modify the Member's home and/or motor vehicle, or relocating to a suitable home if they are entitled to 100% of the Capital Benefit.

Funeral Expenses

The cover under this section reimburses funeral costs up to a maximum of \$5,000.

In Memoriam Benefit

The cover under this section provides for reasonable costs associated with observance of the death of a Member up to a maximum amount of \$1,000.

Loss of Earnings

The cover under this section pays 100% of the Members actual weekly income, up to a maximum of \$250 per week, subject to a 7 day deferral period. Please note that income earned from participating in the sport is not covered. The benefit will be paid for the period of the Disablement as certified by a registered medical practitioner or 52 weeks whichever is the lesser.

Student Help

The cover under this section reimburses 100% of the cost of Home Tutorial by a qualified tutor, up to a maximum of \$250 per week and subject to a 7 day deferral period. The benefit will be paid for the period of the Disablement as certified by a registered medical practitioner or 52 weeks whichever is the lesser.

Sports Combined Insurance – Sports Injury Cover Cont.

WHAT ARE YOU COVERED FOR:

Home Help

The cover under this section reimburses 100% of the actual costs incurred for Home Help from a recognised and licensed Domestic Help Agency, up to a maximum of \$250 per week and subject to a 7 day deferral period. The benefit will be paid for the period of the Disablement as certified by a registered medical practitioner or 52 weeks whichever is the lesser.

Parents Allowance

The cover under this section reimburses \$25 per day in-patient benefit to a full time student under 25 years of age for continuous confinement in hospital because of an accident. The benefit is limited to \$1,500.

Dependent Children's Allowance

The cover under this section provides for reasonable costs incurred by the Dependent Children of a Member whilst the Member is undergoing medical treatment. The benefit is limited to \$500.

Medical and Dental Costs

The cover under this section reimburses 85% of non-Medicare medical treatment including ambulance, hospital accommodation / theatre fees, orthotics, splints, prosthesis, treatments given by a dentist, chiropractor, masseur, naturopath, osteopath or physiotherapist. The maximum benefit for this section is \$1,500. All treatment must be certified by a registered medical practitioner and not subject to any Medicare rebate. All claims are subject to a \$50 excess if no private health cover. Any expenses must be incurred within 12 months of the insured person sustaining the injury.

Home Nursing Care

The cover under this section provides for nursing care provided by a registered nurse (not related to the Member) where they are confined to bed for a period of not less than 7 days if certified medically necessary. The maximum weekly benefit payable is \$300 per week, and is subject to a 7 day deferral period. The benefit will be paid for the period of the Disablement as certified by a registered medical practitioner or 52 weeks whichever is the lesser.

Ancillary Non Medical Expenses

The cover under this section provides for ancillary non medical expenses (expenses related to medical treatments if certified as necessary. i.e. expenses include items such as travel to receive treatment, but does not include wages lost by any person). The maximum payable under this benefit is \$1,500.

Rehabilitation Benefits

The cover under this section provides for reimbursement of:

- a) Tuition or advice fees from a vocational college if certified as necessary and agreed to. The maximum payable under this benefit is \$3,000.
- b) Rehabilitation expenses (eg gym membership) certified as necessary and agreed to. The maximum payable under this benefit is \$500.

Unexpired Membership Reimbursement Benefit

The cover under this section provides for pro-rata refund of your club's or association's membership/registration fee from the date of injury if the Member can't play for the rest of the season. The maximum payable under this benefit is \$500.

Double Capital Sum Insured

The cover under this section provides for double the Capital Sum Insured to be paid for a person under 12 years of age who suffers: permanent total disablement or permanent paralysis of all limbs.

Sports Combined Insurance – Sports Injury Cover Cont.

WHAT ARE YOU COVERED FOR:

Miscarriage and Premature Childbirth

The cover under this section provides for \$2,500 compensation for Miscarriage and Premature Childbirth as a direct result of an Accident whilst participating.

HIV

The cover under this section provides for 10% of the Permanent Total Disability Benefit 1. as listed in the Schedule of Capital Benefits if contracted as a result of an Accident.

Kidnapping

The cover under this section provides for 10% of the Permanent Disability Benefit 1 as listed in the Schedule of Capital Benefits.

Association Liability Insurance

INSURED: The Australian Fencing Federation, All Affiliated State Fencing Bodies, All Individual Affiliated Fencing Clubs

PERIOD OF INSURANCE: 1 January 2011 to 1 January 2012

WHO & WHAT IS COVERED: Cover Includes all Insuring Clauses as per the policy wording, including:
Directors & Officers
Professional Indemnity
Association Cover
Employment Cover
Trustee Cover
Crime Cover
Taxation Investigation

POLICY EXTENSIONS:

* Automatic Reinstatement (non exec)	* Committee Member Cover
* Heirs, Estates and Legal Representatives	* Discovery Period
* Investigation Costs (entity)	* New/Former Subsidiary
* Occupational Health and Safety	* Outside Directorship
* Pollution Defence Costs	* Public Relations Cover
* Retirement Cover	* Statutory Liability
* Automatic Reinstatement	* Continuous Cover
* Defamation	* Fraud and Dishonesty
* Loss of Documents	

SUB LIMITS:

2.2 (c) Association Liability	\$ 500,000
2.2 (f) Crime	\$ 500,000
2.2 (Tax Investigation):	\$ 100,000
4.3 (a):	Policy Limit
4.3 (b):	\$ 500,000
4.10 (OH&S Defence Costs):	\$ 1,000,000
4.11 (Statutory Liability)	\$ 250,000
4.12 (Public Relations)	\$ 100,000
4.16 (Crisis Containment)	\$ 100,000

ENDORSEMENT: 015 Molestation Endorsement: It is agreed that this policy is amended to exclude any child molestation or any kind of abuse of people under the care of the Insured and its members. Except as otherwise provided in this endorsement, the Insuring clause and all other policy terms and conditions shall have full force and effect.

JURISDICTION : Worldwide (Excluding USA and Canada) unless specifically stated otherwise

RETROACTIVE DATE : Policy Inception Excluding any known claims or circumstances

INDEMNITY LIMIT : \$ 1,000,000 Any one Claim and in the aggregate during the insurance period.

DEDUCTIBLES : Including DEFENCE COSTS by the:

Insuring Clause 2.1: Directors & Officers:	Nil
Insuring Clause 2.2: (a) Professional Indemnity:	\$1,000
Insuring Clause 2.2: (b) Association Reimbursement:	\$1,000
Insuring Clause 2.2: (c) Association Cover:	\$1,000
Insuring Clause 2.2: (d) Employment Practices	\$2,500
Insuring Clause 2.2: (e) Trustee	\$1,000
Insuring Clause 2.2: (f) Crime	\$2,500
Insuring Clause 2.2: (g) Taxation Investigation	\$1,000

Corporate Travel Insurance

INSURED: The Australian Fencing Federation, All Affiliated State Fencing Bodies, All Individual Affiliated Fencing Clubs

PERIOD OF INSURANCE: 1 January 2011 to 1 January 2012

INSURED PERSONS: Officials, Coaches, Admin & Registered Players whilst on official & approved travel on behalf of the AFF

TRIPS PER YEAR: Domestic Travel - 72 days per year (36 trips)
International Travel - 730 days per year (10 days per trip = 73 trips)

WHAT COVER IS PROVIDED:

Category 1 Cover under this Policy applies whilst an INSURED PERSON is engaged in a JOURNEY which involves a destination in excess of 50 kilometers from the normal place of residence or place of business of the INSURED PERSON, cover also includes any INCIDENTAL PRIVATE TRAVEL. Cover shall commence from the time an INSURED PERSON leaves his/her residence or normal place of business whichever is the place of departure for the commencement of such travel and continues on a full time 24 hour basis until he/she returns to his/her residence or normal place of business whichever first occurs. Any JOURNEY must not exceed 180 days

AGGREGATE LIMIT OF LIABILITY:	Insured Event(s)	\$1,500,000
SUBLIMIT OF LIABILITY:	Non Scheduled Flight	\$125,000
Limit of Liability Section 5	Kidnap and Extortion	\$250,000
Limit of Liability Section 6	Political and Natural Disaster Evacuation	\$100,000
Limit of Liability Section 13	Extra Territorial Workers Compensation	\$1,000,000

SCHEDULE:

Section 1	POLICY SECTION: Medical, Evacuation and Additional Expenses BENEFITS	Category 1	Unlimited
	Bed Confinement BENEFIT	Category 1	Max. Days 60
Section 2	Cancellation and Loss of Deposits BENEFITS	Category 1	Cancellation Unlimited
		Category 1	Loss of Deposits \$10,000
Section 3	Personal Liability BENEFIT	Category 1	\$5,000,000

Section 4

Personal Accident - INJURY and SICKNESS BENEFITS

ACCIDENTAL DEATH - INSURED EVENT 1	Category 1	\$250,000
ACCIDENTAL DEATH - INSURED EVENT 1 (ACCOMPANYING SPOUSE/PARTNER)		\$250,000
ACCIDENTAL DEATH - INSURED EVENT 1 (DEPENDANT CHILDREN)		\$20,000
INSURED EVENTS 2-26		\$250,000
INSURED EVENTS 2-26 (ACCOMPANYING SPOUSE/PARTNER and DEPENDANT CHILDREN)		\$250,000
INJURY resulting in Surgery BENEFIT	Category 1	\$20,000
SICKNESS resulting in Surgery BENEFIT	Category 1	\$20,000

Weekly BENEFITS - INJURY

Amount	Excess Period (Days)	Benefit Period	% of Salary
\$1,500	7	156	85%

Weekly BENEFITS - SICKNESS

Amount	Excess Period (Days)	Benefit Period	% of Salary
\$0	0	0	0%

FRACTURED Bones BENEFITS - INJURY

	Category 1	\$3,000
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Dental BENEFITS - INJURY

	Category 1	\$1,000
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Section 5

KIDNAP and EXTORTION BENEFIT

	Category 1	\$250,000	LIMIT per INSURED EVENT
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Section 6

Political and Natural Disaster Evacuation BENEFITS

	Category 1	\$10,000	Individual
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Section 7

Alternative EMPLOYEE and resumption of assignment BENEFITS

	Category 1	\$10,000
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Section 8

Emergency Assistance BENEFITS

	Category 1	Included
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Section 9

HIRE CAR Excess BENEFIT and Return of HIRE CAR BENEFITS

	Category 1	\$5,000
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Section 10

Missed Transport Connection BENEFIT

	Category 1	\$5,000
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Section 11

LUGGAGE AND PERSONAL EFFECTS and MONEY BENEFIT

Category 1	Luggage	\$10,000	Any one item limit	\$2,500	Excess:	NIL
	Delayed Luggage	\$3,000			Excess:	NIL
	Electrical Goods	\$10,000			Excess:	\$250
	MONEY	\$3,000			Excess:	NIL

Section 12

HIJACKING and DETAINMENT BENEFITS

Category 1	Per day benefit	\$1,000	Max. Number of Days 15
			Legal Fees \$50,000

Section 13

Extra Territorial Workers Compensation BENEFITS

Category 1	Weekly BENEFIT	\$500	Aggregate Damages \$500,000
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Section 14

BENEFITS at Home

ACCIDENTAL DEATH of a SPOUSE/PARTNER	\$25,000		
Surviving Children BENEFIT	\$5,000	Individual Limit	\$15,000 Aggregate Limit
SPOUSE/PARTNER re-training BENEFIT	\$10,000		
Financial Planning Advice BENEFIT	\$3,000		
Home Burglary BENEFIT	\$400		
Identity Theft	\$15,000		
Additional identify theft BENEFIT - Keys and Locks	\$1,500		

Additional BENEFITS under the POLICY

All Categories

As Per Policy Wording

Corporate Travel Insurance Cont

Endorsements to apply to this POLICY:

No endorsements to apply.

Client Specific Endorsement:

Australian Fencing Federation Client Specific Endorsement

There is no cover for participation in Fencing of any kind under this POLICY.

Except as otherwise provided in this endorsement, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.

POLICY Wording: DUAL Corporate Travel Plan PDSv210

INSURER: DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's

CONDITIONS:

1. This quote is only valid until the expiry date of existing insurance or 30 days from the date of this quote, whichever is the earlier. After that time this quote expires and if you wish us to arrange cover after that time you will need to complete a new Proposal Form or complete a No Claims Declaration. If this is a renewal policy, you will need to complete a Renewal Declaration.
2. You agree that this quotation together with any material submitted by you and on which it is based shall be the basis of a contract should cover be bound by the Insurer and shall be deemed to be attached to and form part of the policy.
3. Cover will only be effected once DUAL is in receipt of written confirmation of your acceptance of our formal terms and we have confirmed terms have been bound.
4. In the event the proposed Insured becomes aware of a claim, or a circumstance which may give rise to a claim against the Insured between the date of the proposal and the inception of the proposed insurance, these terms may be amended at DUAL's discretion.

How to make a claim

Sports Injury Claims

Telephone OAMPS Insurance on (07) 3367 5000 and ask for a "Sports Injury Claim Form".

Complete all of the questions and make sure that you sign and date the claim form. Have the club complete "The Club Declaration". Please ensure your treating doctor (GP or Surgeon) completes the "Medical Statement". This is required for all claims.

Send completed form to:

OAMPS Insurance Brokers
GPO BOX 1113
BRISBANE QLD 4001

Make sure you lodge your claim form within 30 days from the date of injury; otherwise your claim may be affected. Please provide as much information as possible when you complete the claim form. If you have any questions please call the OAMPS Insurance Brokers Claims Department on 07 3367 5174.

Public & Products Liability, Professional Indemnity, Association Liability Insurance Claims

It is essential that you notify OAMPS Insurance Brokers immediately on 07 3367 5000 of any potential claim. OAMPS Insurance Brokers will then provide you with advice as how to proceed.

Corporate Travel Insurance Claims

Should an incident occur which may give rise to a claim under the policy, you should notify US in writing or by phoning the OAMPS Insurance Brokers Claims Department on 07 3367 5174, within thirty (30) days of the incident occurring, or as soon as reasonably practical after the date of the occurrence and within the insurance period. you should ensure you include your policy (CT/00484/000/11/C) number in this Correspondence.

In the event of an emergency on a journey during the insurance period an insured person requires emergency assistance, the insured person has the services of DUAL ASSIST available to them.

DUAL ASSIST can be contacted by either:

Telephone on +61 2 8907 5614 either direct or by reverse charges

Email: help@customercare.com.au: or

SMS on +61 (0) 427 042 290

Services provided by dual assist are offered in accordance with the terms conditions and benefits under this policy

Frequently Asked Questions

How come I am not covered for the same amounts, or even the same things, under my sports policy as my friend is under their sports policy?

Sports policies do vary. One Insurer's policy will not necessarily cover the same as another Insurer's. The terms, conditions and exclusions can differ. An expense covered by one company's policy may not be covered by another company's policy. In addition, the levels of benefits provided are flexible – the sport will generally have the opportunity to select the amount of cover it requires – obviously for adjustments in premium.

Now that I have retired from playing I think I may get that crook knee I injured back in '07 operated on. That will be covered won't it?

Generally No. Policies have a maximum period after the date of injury in which treatment needs to be undertaken for expenses to be covered. This is 12 months from the date the injury occurred.

How does my State Body / Club obtain a Certificate of Currency for our Public Liability Insurance Cover?

Simple, Contact OAMPS Insurance Brokers on 07 3367 5006 and we will provide one for you.

Does my State / Club require any other Liability Insurance?

Generally NO. If your State or Club is only involved in AFF sanctioned activities you will NOT require any other liability insurance. Should your Club operate a full time Licensed Club you may require additional liability insurance for this operation. If you are uncertain about your own situation simply contact OAMPS Insurance Brokers to discuss this and we will provide individual advice to you.

Our Club hires out its clubrooms to other Bodies. Are we insured for this?

If your Club or Association hires out its club facilities to other bodies for activities other than your own, there is a need for you to ensure that ALL bodies that use your facilities have their own Liability Insurance. This should be confirmed by the other body supplying a Certificate of Currency for its Liability Insurance as proof of its validity. The insurance program will protect you as the "property owner" but not for activities that take place at your facilities that are not organised or held by your Club or Association.

I am a sport administrator. Do I need to tell our members what their insurance cover is?

This is perhaps more a legal question than an insurance question, but certainly good risk management practices would ensure that every member would be advised exactly what benefits they had under the sports injury insurance program. There have been examples of litigation taking place claiming a breach of duty of care in not advising members in this regard. Some sports have seen fit to include appropriate wording in their registration forms, which addresses this exposure.

Broking Team Contact Details

Branch: OAMPS Sport, Leisure & Hospitality - Brisbane
Level 2, 8 Gardner Close
MILTON QLD 4064
Phone: (07) 3367 5000
Fax: (07) 3367 5100

Postal Address: GPO Box 1113
BRISBANE QLD 4001

Account Executive **Christine Osborne**
Phone: (07) 3367 5006
Mobile: 0418 772 828
E-mail: christine.osborne@oamps.com.au

Assistant Account Executive **Kate Lucas**
Phone: (07) 3367 5008
E-mail: kate.lucas@oamps.com.au

Claims Team Contact Details

Claims Executive: **Peter Saunders**
Phone: (07) 3367 5174
E-mail: peter.saunders@oamps.com.au

Claims Officer(s): **Bettina Marsden**
Phone: (07) 3367 5148
E-mail: bettina.marsden@oamps.com.au