



**GolfAustralia**

*Player's Personal Equipment  
Product Disclosure Statement  
and  
Policy Document*

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## Product Disclosure Statement (PDS)

1 September 2008

### The purpose of this PDS

This PDS has been prepared to help You decide:

- Whether this product will meet Your needs; and
- Compare this product with any other products You may be considering.

This document tells You about the Golf Australia Player's Equipment insurance. It is designed to help You decide if the cover is right for You. Any advice is general only and does not take into account Your individual needs and circumstances. You should read it, and any other documents We send You, to ensure You understand Your cover. Please keep them in a safe place for future reference.

### The Issuer

This product is administered by Sportscover Australia Pty Ltd (ABN 43 006 637 903) (AFS Licence No.230914) of 271-273 Wellington Road, Mulgrave, Vic. 3170 under an authority from Syndicate 3334 at Lloyd's.

You can contact Sportscover Australia Pty Ltd by:

Telephone: (03) 8562 9100  
Fax: (03) 8562 9111  
Email: [golfaust@sportscover.com](mailto:golfaust@sportscover.com)  
In Writing: 271-273 Wellington Road, Mulgrave, Vic 3170

### Cooling-off Period

If You decide this Policy does not meet Your needs You are entitled to cancel this Policy prior to the expiration of 14 days from the earlier of:

- The date You received confirmation of the insurance transaction; or
- The end of the fifth day after the Policy was issued to You.

A full refund of premium You have paid will be made to You (inclusive of Government Taxes and charges) unless a claim has been made under this Policy.

The Policy may also be cancelled at other times in accordance with the terms shown in the Policy.

### Your Privacy

The Privacy Act 1988 seeks to ensure the confidentiality and security of any personal information.

The Sportscover Australia Privacy Policy, that details how we handle personal information, is available on request or on Our Website [www.sportscover.com](http://www.sportscover.com). You have the right to access and correct Your personal information We hold. If You would like to do this please call Us.

### Your Duty of Disclosure

#### The things You need to tell Us

Before you enter into this policy, the Insurance Contracts Act 1984 (Cth) requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your policy. You will be asked various questions when you first apply for your policy. When you answer these questions, you must:

- give us honest and complete answers;
- tell us everything you know; and
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

If you vary, extend, reinstate or replace your policy your duty is to tell us before that time, every matter known to you which:

- you know; or
- a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to insure you and whether any special conditions need to apply to your policy.

You do not need to tell us about any matter that:

- diminishes our risk;
- is of common knowledge;
- we know or should know as an insurer; or
- we tell you we do not need to know.

#### **Who Does The Duty Apply To?**

Everyone who is insured under the policy must comply with the duty of disclosure.

#### **What Happens If You Or They Breach The Duty?**

If you or they do not comply with the relevant duty, we may cancel the policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

#### **The Purpose of the Cover**

The Policy provides Golfing Equipment cover for members of Golf Clubs. It is an annual renewable cover, however the Policy is not guaranteed renewable.

#### **How to Apply for Insurance**

Contact your broker or contact Sportscover at [golfaust@sportscover.com](mailto:golfaust@sportscover.com)

When Your application is quoted and You accept Our quote, We will issue You a Policy Wording and Schedule that details the insurance You have taken out. Please keep these documents in a safe place.

#### **How to Make a Claim**

If You or an Insured Person wish to make a claim, please contact Your Broker or Us. Details about making a claim are shown in the Policy Wording.

#### **Taxation**

All Government Taxes and charges are shown separately on The Schedule.

#### **Excess Period/Excess Payable**

In the event of a claim You will be required to contribute to Your claim. The excess payable is described in the Policy and shown on The Schedule.

#### **Significant Features and Benefits**

The main benefits are:

- Physical loss or damage; and
- Equipment Hire

#### **Significant Risks**

The Policy will not provide cover in some circumstances. You should read the Policy exclusions for full details.

#### **The Premium**

The premium is calculated taking into account many and varied risk factors. It is payable annually.

The total premium includes all Government charges that are shown separately.

Premium rates may be changed only on renewal of the Policy. You will be given at least 14 days notice prior to the annual expiration date of the Policy of the renewal terms.

## Policy Terms and Conditions

This part of the document contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy.

## Code of Practice

This Policy is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this Insurance should be referred to Us in the first instance. If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should write to:

Lloyd's Underwriters' General Representative in Australia

Suite 2, Level 21

Angel Place

123 Pitt Street

Sydney NSW 2000

Telephone Number: (02) 9223 1433

Facsimile Number: (02) 9223 1466

Who will refer your dispute to the Complaints Department at Lloyd's.

If your dispute remains unresolved you may be referred to the **Financial Ombudsman Service Limited** under the terms of the General Insurance Code of Practice. For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia

Suite 2, Level 21

Angel Place

123 Pitt Street

Sydney NSW 2000

who has authority to accept service and to appear on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

## **Dispute Resolution**

We will do everything possible to provide a high quality service to You. However, We recognise that occasionally there may be some aspect of Our service or a decision We have made that You wish to question or draw to Our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to Your complaint within 15 working days.

If You would like to make a complaint or access Our internal dispute resolution service please contact Your nearest Sportscover office and ask to be referred to Our dispute resolution department or contact Us via [www.sportscover.com](http://www.sportscover.com)

## **The Insurer**

The Policy is underwritten by Syndicate 3334 at Lloyd's (Sportscover), registered address in Australia is 271-273 Wellington Road, Mulgrave VIC 3170.

This is to certify, that in accordance with the authorisation granted under contract number B0573K0800288 to Sportscover Australia Pty Ltd, Syndicate 3334 at Lloyd's have agreed to insure the Insured Persons noted in The Schedule, in accordance with the terms and conditions of this Policy.

You or Your representative can obtain further details of Syndicate 3334 by requesting them from Us.

In accepting this insurance, We have relied on the information and statements that have been provided on the Proposal Form (or Declaration). You should read this Policy carefully and if it is not correct contact Us.

## **Our agreement with You**

This Policy is a legal contract between You and Us. You pay Us the premium, and We provide the Insured Person's with the cover You have chosen as set out in The Schedule and in the Wording for claims occurring during the Period of Insurance shown on The Schedule or any subsequent renewal period.

## Section 1 - Physical Loss or Damage

Subject to the General Conditions and Exclusions contained herein We agree to replace, repair or pay to the Insured Person up to the amount specified in The Schedule for Loss of Golf Equipment during the Period of Insurance, owned by (not hired, loaned or entrusted to) the Insured Person.

### What We will pay

If the Golf Equipment that suffers Loss was purchased new, and is not older than 4 years and 364 days at the date of the Loss, at Our option We:

- (a) may replace the Golf Equipment with new Golf Equipment; or
- (b) may repair the Golf Equipment to a condition equal to, but not better or more expensive than, its condition when new; or
- (c) may pay the Insured Person the cash equivalent for the cost of a) or b), whichever is the lesser. If the Insured Person has requested a cash payment We shall pay no more than what it would cost Us to replace or repair the item, less any discounts available to us.

If the Golf Equipment that suffers Loss was purchased second hand, or is older than 4 years and 364 days at the date of the Loss, at Our option We:

- (a) may replace the Golf Equipment with Golf Equipment in a condition equal to, but not more extensive than, its condition at the time of the loss, subject to an allowance for wear, tear and depreciation being deducted; or
- (b) may, for Golf Equipment purchased new, pay the Insured Person a cash settlement following deduction of 30% from the replacement cost plus a further 7.5% for each year thereafter to a maximum of 60%; or
- (c) may, for Golf Equipment purchased second hand, pay the Insured Person a cash settlement following deduction of 7.5% per annum from the replacement cost up to a maximum deduction of 60%; or
- (d) may repair the Golf Equipment to a condition equal to, but not better or more expensive than, its condition when new, deducting 7.5% per annum up to a maximum of 60% off the repair cost.

### Special Definitions

Throughout Section 1 - Physical Loss or Damage, there are words that have special meanings. These words are:

**Excess** means the amount of money the Insured Person will be required to contribute in any claim. The amount is shown in The Schedule.

**Golf Equipment** means Golf Clubs, Balls, Bags, Trolleys, motorised non-ride on buggies/carts and additionally clothing and accessories specifically designed and purchased for playing Golf.

**Loss** means damage, destruction or physical loss including theft.

**You, Your** means The Insured noted in The Schedule

## **Exclusions – Section 1**

- (a) We shall not be liable for:
  - (i) any loss from malicious damage and/or theft, not reported to the Police as soon as possible, but in any event no later than 7 days, and a written report obtained;
  - (ii) any damage or loss or theft of Golf Equipment in transit which has not been reported to the carrier and a written report obtained. In the case of an airline a "Property Irregularity Report" (or similar) will be required;
  - (iii) any theft from a motor vehicle left unattended overnight unless the Golf Equipment is placed in a locked boot or a covered luggage area.
- (b) Golf Equipment not covered by this insurance:
  - (i) business samples, goods, tools of trade;
  - (ii) property more specifically insured elsewhere.
- (c) We shall not be liable for:
  - (i) loss or damage caused by delay, wear and tear, moth, vermin, atmospheric or climatic conditions, deterioration or mechanical derangement of any kind;
  - (ii) loss due to confiscation, detention by Customs or other Authority;
  - (iii) breakage or damage to fragile articles and any consequence thereof;
  - (iv) loss or damage to Golf Equipment, covered by any other valid policy of insurance, whilst at the Insured Person's permanent place of residence or permanent place of work;
  - (v) the first amount of each and each and every loss stated in The Schedule as the Excess.

## **Conditions – Section 1**

- (a) In the event of a claim in respect of a pair or set of articles We shall only be liable in respect of the value of that part of the pair or set which is lost, stolen or damaged;
- (b) The Insured Person must not replace or repair any item without Our consent;
- (c) Claims will not be considered unless substantiated by one or more of the following:
  - (i) an original sales purchase or till receipt;
  - (ii) an original valuation undertaken prior to any loss or damage from the place of purchase or origin;
  - (iii) a Bank or Credit card Statement showing evidence of purchase;

## Section 2 - Equipment Hire

Subject to the Conditions of this Section in the event of a valid claim under Section 1 – Physical Loss or Damage, We will pay to the Insured Person the cost of temporary hire of equipment up to the limit stated in The Schedule

Provided always that such hired equipment shall be of a comparable kind to, and not substantially better, than that lost or damaged.

### Conditions – Section 2

1. Any claim under this Section shall be subject to there being a valid and collectable claim under Section 1 - Physical Loss or Damage.
2. If the total amount of the claim for Loss to the Golf Equipment and Equipment Hire is less than the amount of the Excess, then no claim shall be payable. Nevertheless if the total amount of the claim for Loss to the Golf Equipment and the Equipment Hire exceeds the amount of the Excess, then we will pay to the Insured Person the amount by which the total amount so claimed exceeds the Excess.
3. Claims will not be considered under this Section unless substantiated by one or more of the following:
  - (i) an original sales purchase or till receipt
  - (ii) a Bank or Credit card Statement showing evidence of Hire
4. The Insured Person will do all things reasonable to minimise the amount of Hire charges incurred as a result of loss of the loss or damage of their Golf Equipment

### General Conditions

The following conditions are applicable to both Sections of this Policy.

1. The Insured Person must exercise reasonable care to prevent accident, injury, loss or damage and at all times act as if uninsured.
2. The due observance and fulfilment of all terms and conditions of this Policy by the Insured Person or anyone acting on his/her behalf insofar as they relate to anything to be done or complied with by the Insured Person or anyone acting on his/her behalf shall be a condition precedent to any liability of Ours to make any payment under this Insurance.
3. Any fraud, concealment, or deliberate mis-statement by an Insured Person, if unknown to the Insured, in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void in so far as it relates to the Insured Person in question but any such fraud, concealment, or deliberate mis-statement by or known to the Insured shall render the whole Insurance null and void and all claims hereunder shall be forfeited.
4. All claims arising under this Insurance shall be governed by the Law of Australia whose Courts alone shall have jurisdiction in any dispute arising hereunder.

## Cancellation

We may cancel this Policy in accordance with the Insurance Contracts Act (1984) as amended. We will return a rateable proportion of any Premium paid by You in respect of any unexpired cover (if any).

You may cancel this Policy within fourteen (14) days after the Inception Date by writing to Us and We will refund any Premium and Insurance Premium Tax that may have been collected provided that no claim has been notified to Us. If You do not do so You will be deemed to have accepted this Policy and to have agreed to be bound by its terms and conditions.

Thereafter, You have the right to cancel this Policy at any time by giving Us Written notice at Our Registered Office. Cancellation will be effective upon receipt of the Written notice by Us. We will return a rateable proportion of any Premium and Insurance Premium Tax paid by You in respect of any unexpired cover (if any), provided that no claim has been notified to Us.

## Claims Conditions

### Claims Notification

If an event giving rise to a claim under this Policy occurs, the Insured Person shall:

- (a) notify Us via the firm stated in The Schedule as soon as practicable, by telephone or in writing within 30 days;
- (b) notify the Police as soon as possible, but in any event no later than 7 days, where the incident arises from malicious persons, theft or attempted theft;
- (c) within 120 days of the incident occurring (or such further time as We may allow in writing) provide Us with written details;
- (d) provide Us with all proof and information in relation to a claim that they may reasonably require together with (if required) a statutory declaration of the truth of the claim and any connected matters;
- (e) take immediate action to minimise the loss, destruction, damage, injury, illness or disease;

No claim shall be payable unless the terms of this condition have been complied with.

<b>SPORTSCOVER AUSTRALIA Pty Ltd</b>	A.C.N. 006 637 903	AFS Licence No 230914	
<b>MELBOURNE</b>	271 – 273 Wellington Road, Mulgrave, Vic. 3170	Ph: +61 3 8562 9100	Fax: +61 3 8562 9111
<b>SYDNEY</b>	Suite 1, Level 2, 68 Macquarie Street, Parramatta, NSW 2150	Ph: +61 2 8833 5800	Fax: +61 2 8833 5811
<b>LONDON</b>	LUC, 3 Minster Court, Mincing Lane, London, EC3R 7DD	Ph: +44 (0)20 7398 4080	Fax: +44 (0)20 7398 4090
<b>CANADA</b>	33 Yonge Street, Suite 270, Toronto, Ontario M5E 1G4	Ph: + 1 (416) 987 7595	Fax: +1 (416) 366 4608

Email: [golfaust@sportscover.com](mailto:golfaust@sportscover.com)

Website: [www.sportscover.com](http://www.sportscover.com)

Claims Hotline (Australia only) – 1300 39 79 39