

MARSH



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Badminton Australia
National Insurance Programme - 2009

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Group Personal Accident Insurance

Period of Insurance: 4pm 15 August 2008 to 4pm 31 December 2009

PLEASE NOTE:

This Insurance summary is prepared as a brief outline of the proposed cover. It is not a complete description of all the Policy's terms, conditions and exclusions which determine coverage for a claim.

Insured:

Australian Badminton Association Incorporated Trading As Badminton Australia.
Badminton Victoria; NSW Badminton Association; North Western Badminton Association; Northern Territory Badminton Association; Queensland Badminton Association; South Australia Badminton Association; Tasmanian Badminton Association, Badminton Western Australia, Affiliated National, State, territory, Regional, District and Branch Associations and Affiliated Member Clubs.

Insured Persons:

All registered members; affiliated regional, district, branch and club members; committee members; club directors; club officers; office bearers; first aid personnel; administrators; talent squads; teachers, coaches, instructors, trainers; masseurs; timekeepers, officers, officials, technical officers, technical officials, voluntary workers including co-opted volunteers, prospective members for up to four (4) weeks after initial approach and guest players where applicable.

Operative Time / Scope of Cover:

To provide income protection and death benefits and/or special benefits endorsements to the Insured Persons in the event of an accident occurring while performing badminton or associated competition, practice events, training, associated training, activities connected with the sport of badminton, whilst staying away from the Insured Persons usual residence including but not limited to a tour, camp or event or involved in any voluntary labour, club/association business including administrative activities, meetings, presentation nights and/or any other organised functions including any travel to and/or from and/or between the locations of the activities and/or events.

Any activity must be authorised by the Association and/or Club.

Interest Insured:

Death & Capital Benefits	\$50,000
Subject to Insurers percentage of scale (events 1 – 14 as per policy).	
Non-Medicare Medical Expenses	\$1,500
Excess \$20 per claim. Limited to 80% of claim.	
Physiotherapy Benefits as per policy to a maximum of	\$1,500
Excess: \$20 each claim	
Loss of Income. The amount payable is the lesser of 75% net income lost or	\$250 per week
Maximum benefit period 52 weeks.	
Student Allowance	As per policy
Domestic Home Help	As per policy
Excess period: 7 days.	
Injury Assistance Benefits. The maximum amount per claim is	\$12,750

Section A – Tragedy Benefits

Capital Benefits Sum Insured \$50,000 – subject to percentage scale as follows:

	Bodily Injury sustained by an Insured Person during the Scope of Cover which within twelve calendar months results in:-	The benefits payable will be the following percentage of the Capital Benefit specified in the Schedule.
1	Death (limited to 20% of the Capital Benefit in The Schedule for Insured Persons under 18 years of age)	100%
2	Quadriplegia	100%
3	Paraplegia	100%
4	Total loss of sight two eyes one eye	100% 50%
5	Total loss of hearing two ears one ear	75% 25%
6	Total loss of use of two arms one arm	75% 35%
7	Total loss of use of two legs one leg	75% 35%
8	Total loss of use of two + fingers two fingers one finger one thumb	40% 14% 4% 5%
9	Total loss of use of two + toes two toes one toe	40% 14% 4%
10	Total loss of two kidneys one kidney spleen liver two testicles one testicle sexual function	75% 30% 25% 70% 40% 6% 45%
11	Total & permanent Disfigurement shortening of leg For the purposes of this Event 11 only, Disfigurement means disfigurement that extends to more than 20% of the entire external body. The total percentage paid to be at the Insurers sole and absolute discretion.	up to 45% 7%
12	Any permanent total disability or permanent total loss of use of any body part not shown above will be compensated as a percentage of the Capital Benefit as determined at the sole and absolute discretion of the underwriters. Such determination will not be inconsistent with the benefits provided under Events 4-11 inclusive.	up to 90%
13	Becoming HIV positive but cover for this Event is only provided if the infection was as a direct result of playing or participating in the Sport nominated in The Schedule.	10%
14	Actual Non Medicare Medical Expenses incurred following Accidental miscarriage or premature childbirth up to max 26 weeks of pregnancy. Cover for this Event is only provided if the miscarriage or childbirth was as a direct result of playing or participating in the Sport nominated in The Schedule. Event 14 is subject to deduction of the Excess specified in The Schedule for Medical Benefits.	up to 5%

Policy Wordings

Sportscover Sports Injury Product Disclosure Statement and Wording (Player Accident Lloyds Wording 1210.06)

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Liability / Professional Indemnity Insurance

Period of Insurance: 4pm 15 August 2008 to 4pm 31 December 2009

PLEASE NOTE:

This Insurance summary is prepared as a brief outline of the proposed cover. It is not a complete description of all the Policy's terms, conditions and exclusions which determine coverage for a claim.

Insured:

Australian Badminton Association Inc. Trading as Badminton Australia, ACT Badminton Association, Badminton Victoria, NSW Badminton Association, North Western Badminton Association, Northern Tasmanian Badminton Association & North Eastern Badminton Association, Northern Territory Badminton Association, Queensland Badminton Association, South Australia Badminton Association, Tasmanian Badminton Association, The Badminton Association of WA, Including Affiliated Associations, Affiliated National Associations, Affiliated State Associations, Affiliated Territory Associations, Affiliated Regional Associations, Affiliated District Associations, Affiliated Branch Associations, Affiliated Member Clubs.

All Registered Members, Affiliated Regional, District, Branch and Club Members, Committee Members, Club Directors, Club Officers, Office Bearers, First Aid Personnel, Administrators, Talent Squads, Teachers, Coaches, Instructors, Trainers, Timekeepers, Officers, Officials, Technical Officers, Technical Officials, Voluntary Workers including Co-opted Volunteers, Prospective Members for up to four (4) weeks after initial approach and guest players where applicable.

Business of Insured:

Badminton Association, Educationalists, Organisers of Badminton and Providers of Badminton Coaching, Sport Tuition, Events Management and Club Activities, Fundraising, Sale of Sportswear and Trophies, Property Owners, Property Occupiers and all associated services, functions and other activities incidental thereto as sanctioned.

Limit of Liability

- Public Liability \$10,000,000 any one occurrence
Property in Care, Custody & Control \$25,000 any one occurrence
- Products Liability \$10,000,000 any one occurrence and in the aggregate any one period of insurance
- Professional Indemnity \$5,000,000 any one claim and in the aggregate any one period of insurance

Excess:

Public Liability / Products Liability \$1,000 any one occurrence
Professional Indemnity \$1,000 any one claim

Policy Wording:

Marketform Combined Liability Wording 2006

Additional Endorsements/Exclusions:

Accreditation of Members or Others by the Insured Exclusion.

This policy does not cover any liability of the Insured directly or indirectly arising out of the accreditation of members or others by the Insured.

Erection and Alteration to Buildings

The erection, demolition of and/or alteration or addition to buildings or structures by you or on your behalf except where the completion value of such work does not exceed \$5,000 in total any one contract.

This endorsement does not extend to cover contractors plant and equipment.

This endorsement does not extend to cover damage to your own building(s).

Excluding Liability arising out of the Monitoring/Testing of Drugs.

This policy does not cover any liability of the Insured directly or indirectly arising out of the monitoring/testing of drugs.

Minimum and Non-Refundable Premium

This policy is subject to a minimum and non-refundable premium.

This policy is adjusted annually based on actual members/participants.

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Frequently Asked Questions

Questions relating specifically to Personal Accident insurance

What constitutes an injury?

The policy covers bodily injury resulting from an accident. It does not cover sickness.

When must a claim be reported?

To ensure the claimant (registered member/official) is not prejudiced, any incident which may lead to a claim should be reported as soon as possible after the date of injury. Claim forms should be completed and sent with medical certificates within 30 days of injury date. Claim Forms and Attending Physicians Statements may be obtained from the Claims Department of Sportscover Australia – telephone 1300 134 956.

What is the excess?

Non-Medicare Medical Expenses is subject to an excess of \$20 each claim. The expenses covered are for 80% of the cost of non-Medicare medical expenses incurred to a maximum \$1500. Loss of income benefits are subject to a 7 day excess.

What about the gap between Medicare and actual costs?

Medical expenses do not include any or part of any expenses for which a Medicare benefit is paid or is payable including the balance of monies due or payable by the Insured Person after deduction of any Medicare benefit or rebate from the actual expenses incurred (commonly known as the “Medicare Gap”). The reason for this is that General Insurance Companies are not permitted by law to insure benefits associated with Medicare.

Do I have to claim from my Private Health Insurance?

Yes, if the claimant belongs to a Private Health Fund reimbursement must first be claimed from that fund.

Is there a time limit on the period of cover if I am injured?

Yes – your disablement and/or medical treatment must be within twelve (12) calendar months from the date of accident.

Questions relating specifically to Public Liability and Professional Indemnity

What is Public Liability Insurance?

This insurance provides cover for your legal liability to pay compensation for personal injury and/or property damage to third parties as a result of an occurrence in connection with your business (as described in the policy schedule).

What is negligence?

Negligence is the failure to exercise the duty of care which we are bound to observe toward other persons. An action for negligence arises where a person suffers injury and/or damage as a consequence of a breach of that duty to take care.

What is my legal liability?

Legal liability arises where a court of law deems you have been liable in a particular circumstance. The insurance does not extend to circumstances in which you may only feel a moral obligation towards a third party.

Does this Public Liability insurance cover Employees' injury?

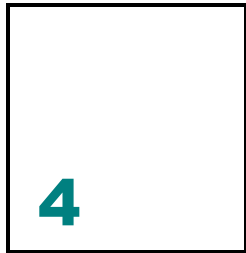
No. All claims for employee's injuries are not covered and must be referred to the relevant WorkCover Insurer.

What is Professional Indemnity Insurance?

This insurance provides cover for the Insured in respect of a breach of professional duty arising from negligent acts, errors or omissions in connection with the sport.

Is there a time limit for Professional Indemnity claims?

Yes, this policy applies on a claims made basis and therefore any incident which may lead to a claim must be reported to the Insurer within the policy period.



How to Make a Claim

Group Personal Accident Claims:

- STEP 1** As soon as possible after the accident ensure the injury has been reported in an Injury Report Book.
- Note: The participant must notify their Club Secretary.
- Step 2** To request a claim form please contact the Claims Department of Sportscover Australia on 1300 134 956 OR use the below link for transfer to the Sportscover claim form request page;
- http://www.sportscover.com/claim_request.asp
- STEP 3** Sportscover will forward the claim form direct to the claimant together with a covering letter detailing exactly what the claimant needs to do to ensure their claim is dealt with quickly.
- STEP 4** Upon receipt of the claim form the claimant should complete appropriate sections of the claim form.
- STEP 5** Have the Attending Physicians Statement completed.
- STEP 6** Have the rest of the claim form completed.
- STEP 7** Claim from your Private Health Insurance.
- STEP 8** Send the completed claim form to Sportscover Australia Pty Ltd.
Locked Bag 6003, Wheelers Hill 3150
271-273 WELLINGTON ROAD, MULGRAVE VICTORIA, 3153.
TELEPHONE : 1300 134 956
FACSIMILE : 03 8562 9111

To ensure a speedy processing of the claim please make sure all steps are followed. Please do not hesitate to contact Marsh directly should you have any queries relating to the process and / or outcome of your claim on 1300 306 383.

Public Liability and Professional Indemnity Claims:

How to go about making a Public Liability and Professional Indemnity Claim:

Claims made against you by members of the general public for personal injury or damage to their property arising from the conduct of your business are regarded by Insurance Companies as extremely serious.

It is essential that **Under No Circumstances** should any admission of liability or offer to pay an amount be given to the person concerned and that Marsh Pty Ltd be notified immediately to ensure that your interests are fully protected.

Most cases in this category require a full investigation by the Insurer which Marsh will arrange (telephone 1300 306 383).

Service Directory

The following personnel are responsible for servicing your account for the ensuing policy year. They are available to assist you with all aspects of your insurance program or any other [Marsh Group Services](#).

GENERAL INSURANCE CONTACTS

Managing Principal	Tania O'Day
Senior Account Executive	Rhian Greaves
Assistant Account Executive	Kristy Sacco Telephone : 03 9936 2627 Facsimile : 03 9670 8581 Email : kristy.l.sacco@marsh.com
Servicing Office	Marsh Pty Ltd ABN 86 004 651 512 555 Lonsdale Street MELBOURNE VIC 3000 GPO Box 1229 MELBOURNE VIC 3001 Telephone : 03 9603 2222 Facsimile : 03 9670 8581 Website : www.marsh.com.au

Claims Contact

Kristy Sacco

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Important Notices

The notices in this report outline your rights and obligations in relation to entering into insurance contracts. It is essential that you read these notices carefully and advise your Account Executive immediately if you wish to make a further 'declaration' or have questions about general or policy specific* notices.

Disclosure

Your Duty of Disclosure - contracts of general insurance subject to the Insurance Contracts Act

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, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of matters:

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

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its 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 that your duty to disclose applies also when you amend, alter, vary or endorse a policy.

Disclosure – Subsidiary & Associated Companies

Your Duty of Disclosure - Cover which is arranged for subsidiary and/or associated companies in addition to named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

Utmost Good Faith

Every insurance contract is subject to the doctrine of utmost good faith, which requires that parties to the contract should act toward each other honestly and fairly, avoiding any attempt to deceive in assuming and performing contractual obligations.

Failure to do so on the part of the insured may permit the insurer to refuse to pay a claim or to cancel the policy or both.

Essential Reading of Policy Wording

We will provide you with a full copy of your policy as soon as it is received from the insurer.

It is essential that you read this document without delay and advise Marsh Pty Ltd in writing of any aspects which are not clear or where the cover does not meet with your requirements.

Change of Risk or Circumstance

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any:

- mergers or acquisitions,
- changes in occupation or location,
- new products or services, or
- new overseas activities.

If you are in doubt as to whether to notify your insurer of a change in business operations, please consult Marsh.

Please note that your duty to disclose applies also when you amend, alter, vary or endorse a policy.

Subrogation

Some policies contain provisions that either exclude or reduce the insurer's liability for a claim if you waive or limit your rights to recover damages from another party in relation to any loss.

You may prejudice your rights with regard to a claim if, without the prior agreement from your insurers, you make any agreement with a third party that will prevent the insurer from recovering the loss from that, or another party.

If you have such agreements, we may be able to negotiate with the insurer to permit them and therefore we request you advise Marsh of their existence.

Examples of such agreements are the "hold harmless" clauses which are often found in leases, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts. If you are in doubt, please consult Marsh.

Un-named Parties

Most policy conditions will exclude indemnity to other parties (eg. mortgagees, lessors, principals, etc.) unless their interest is properly noted on the policy.

If you require the interest of a party other than the named insured to be covered, you must specifically request this.

General Advice Warning

It is important that you understand and are happy with the policies Marsh can arrange for you. Any recommendations we have made have been based on a consideration of the premium quoted and the scope of cover offered by an insurer. We can give you general information to help you decide but unless we have specified otherwise, we have not advised you on whether the terms are specifically appropriate for your individual objectives, financial situation or needs. We therefore recommend that you should carefully read the relevant Product Disclosure Statement and other information we provide before deciding.

Privacy Notice

Marsh Pty Ltd ("Marsh") and the insurers that Marsh place your insurance with ("Insurer") are bound by the requirements of the Privacy Act 1988 as amended by the Privacy (Private Sector) Act 2000 ("the Act"), which sets standards on the collection, use, disclosure and handling of personal information.

Personal information is essentially information about individuals where the individual can be identified. It may include information such as your name, contact details, age, insurance history or financial details. Sensitive Information is a particular kind of personal information and includes information about an individual's health; racial or ethnic origins; membership of political, professional or trade associations; political opinions or philosophical or religious beliefs; criminal record; or sexual preferences.

Marsh and your insurers disclose personal information to third parties both in Australia and overseas, where it is believed necessary for us to provide our services to the professional standard you expect. These parties may include (but are not limited to) insurers, reinsurers and other intermediaries. All parties may also disclose this information, as needed, to employers, health workers, investigators, lawyers, loss adjusters and to government departments if required by law to do so.

Where practical, information will be collected from individuals directly, however sometimes it may be collected indirectly by way of a representative. When you give Marsh or your Insurer personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes for which we use it, the types of third parties we disclose it to and how they can access it (as described in this notice). If it is sensitive information we rely on you to have obtained their consent to these matters. If you have not done these things, you must tell us before you provide the relevant information.

Where required you can access the personal information you provided to Marsh, and we can also facilitate you accessing the information supplied to your insurers through us by contacting:

The Privacy Officer ABN 86 004 651 512

Marsh Pty Ltd Tel 02 8864 7688

PO Box H176

Australia Square NSW 1215

Email privacy.australia@marsh.com

What should I do if I have a Complaint?

Contact us and tell us about your complaint. We have our own internal complaints handling procedure, a copy of which is available upon request. In the first instance you should address any concern or complaint to the Marsh representative servicing your account. Alternatively you may contact us either by e-mail: complaints.australia@marsh.com or telephone the Marsh Complaints Officer on (02) 8864 8888

1. If your complaint is not resolved to your satisfaction, we will handle the matter under our internal complaints handling process. Either a manager of the business unit which is the recipient of the complaint &/or the Marsh Complaints Officer will investigate your complaint and take appropriate action. You will be advised within 15 working days of our decision. If the matter is complex and a longer period is required you will be informed.

2. We are a member of two external dispute resolution schemes. If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to the free consumer service offered by these schemes:

(a) The Insurance Brokers Disputes Limited (IBD)

When Marsh is acting on your behalf as an insurance broker, you may be able to refer your complaint to IBD. IBD covers a range of policies including motor vehicle, home buildings and contents, sickness and accident, life, consumer credit, travel, personal and domestic property policies and small business pack policies. If you have any query about whether your complaint can be handled by IBD, call 1800 064 169 or e-mail info@ibdLtd.com.au

(b) The Insurance Ombudsman Service Limited (IOS)

When Marsh is acting for an insurance company, you may be able to refer your complaint to the IOS which is a national Scheme for consumers aimed at resolving disputes between insureds and their insurance companies or claimants who have a dispute with another person's insurance company in relation to motor vehicle property (ie third party claim). The Scheme also provides free advice and information about any general insurance matter.

If you have any query about whether your complaint can be handled by IOS, call 1300 78 08 08 or e-mail ios@insuranceombudsman.com.au

Underwriting Binder

The insurer has given to us an authority to effect the contract of insurance with you as its agent and not yours.

In addition Marsh has obtained the assistance of Marsh Group of Companies in London in arranging and placing this binder facility. These companies are remunerated by a commission paid by Lloyd's. All commissions are included in the premium charged and are not in addition.

Claims made during the Period of Insurance*

Some policies provide cover on a "claims made" basis. This means that claims first made against you AND reported to the insurer during the period of insurance are covered irrespective of when the act causing the claim occurred, subject to the provisions of any clause/s relating to a "retroactive date" (see Notice below titled "Retrospective Cover").

Please note the effect of Section 40(3) of the Insurance Contracts Act 1984. If you become aware of facts that may give rise to a claim, and you give written notice to the insurer of those facts as soon as possible (and before the policy period expires), then the insurer may not deny liability for that claim, when made, solely because it was made after the expiry of the policy period.

For this reason, you must advise the insurer in writing of all incidents that may give rise to a claim against you without delay after such incidents come to your attention and prior to the policy's expiry date.

Placement with Lloyds

The insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscription. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.