



# NATIONAL INSURANCE SCHEME OVERVIEW

2015 - 2016



# VERSION CONTROL REGISTER

**MATERIAL TITLE:**

Touch Football Australia National Insurance Scheme - Overview

**MATERIAL TYPE:**

Policy Manual

**MATERIAL DEVELOPED BY (AUTHOR):**

Marianne Maguire; TFA General Manager Sport Operations

Lauren Atkinson; TFA Affiliate Services Coordinator

**WORKPLACE FOR USE:**

Touch Football Australia Members

VERSION NUMBER	RELEASE DATE	AMENDMENTS MADE	AUTHORISED BY	ARCHIVE DATE
1	July 2013	Updated information of policy changes for 2013 - 2014	WWSI	August 2014
2	August 2014	Updated information of policy changes for 2013 - 2014	WWSI	August 2015
3	August 2015	Updated information of policy changes for 2015 - 2016	WWSI	

# CONTENTS

SECTION

**01**

Affiliation Obligations

SECTION

**03**

Risk Management

SECTION

**05**

Definitions & Applications

SECTION

**07**

Statutory and Other Notices

SECTION

**02**

Certificates of Currency

SECTION

**04**

Partners

SECTION

**06**

Event Related Insurances

## INTRODUCTION

The purpose of this document is to provide for our members, a definition of what it means to be a part of the Touch Football community within Australia, and in particular the Touch Football Australia National Insurance Scheme. The TFA National Insurance Scheme – Overview 2015-2016 outlines for Touch Football, the foundation of our National Insurance Scheme. It illustrates the importance of the scheme and our member's responsibilities, it emphasizes the significance of our dedicated staff and volunteers, and it defines the existence of the scheme.

This communication contains general advice only and does not take into account individual objectives, financial situation or needs. Before acting on this advice assess whether it is appropriate to specific situations.

## IMPORTANT

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

1. Touch Football Australia is the master policy holder and all affiliated associations/clubs are insured under the policy.
2. This manual does not replace, take precedence or form part of the insurance contracts. The insurance contracts are evidenced by the policy documents.
3. This manual is not intended to be a complete or exact guide to terms, conditions, warranties and exclusions in the Touch Football Australia insurance contracts. These can only be determined by studying the policy documents. We trust, however, that this manual will give you a broad working knowledge of the coverage affiliates have within the scheme.
4. This manual is not to be construed as legal evidence of insurance.
5. It is essential that you comply with all relevant laws, by-laws and regulations. You and your affiliate must take all due and reasonable precautions to prevent or mitigate losses, acting as though you were uninsured. **Failure to do so may prejudice your rights and entitlements under your various insurance policies.** Please do not hesitate to contact Touch Football Australia should any assistance be required.

### **COPYRIGHT © Touch Football Australia**

This manual is protected by International and National Copyright Laws. No part may be copied or reproduced by any means, electronic or hard copy, without written permission from the Touch Football Australia, who will secure clearances from prospective authors.

### GENERAL INFORMATION

Touch Football Australia (TFA) is the governing body for the sport of Touch Football in this country, and as such, we have a number of responsibilities and key roles that we perform for our members. Our central focus is to develop Touch Football and the policies, trends, issues and opportunities associated with it, with a 'whole of sport' outlook in mind. It is also our duty to collaborate with our partners, stakeholders and members to provide overall strategic direction and management of the sport in Australia.

### AFFILIATION & THE NATIONAL INSURANCE SCHEME

Our primary aim in assisting affiliates is to provide them with the tools in guidance towards a position of self-sustainability in conjunction with our partners. We are entrusted with ensuring that our volunteers are provided with the most up to date education, training and resources to allow for continued development and retention.

TFA supports and protects all of the potential affiliates as well as existing affiliates and their members across Australia by managing and controlling the National Participation Framework and affiliation process in compliance with Australian Regulatory processes. With the added support from our state associations and partners, TFA is able to assist, implement, develop and promote specific programs, policies and procedures within the affiliated community.

The affiliated structure has the additional framework of Affiliate Management, Competition Management and Risk Management for local

competitions including Insurance. Importantly, TFA is the only body recognised by the Australian Sports Commission as having industry recognised Educational frameworks for volunteers and officials.

TFA has created a specially designed pool of resources that are available to affiliates and participants alike; all of which can assist them in the development of their affiliate or in their own personal game.

This resource is provided to assist communities and volunteers with the understanding that TFA manages, negotiates, and controls the National Insurance Scheme in compliance with ASIC Regulatory Guide 195 – Group Purchasing Bodies for Insurance and Risk Products.

Associations have the security and understanding that the national body, with the assistance of our state organisations and partners, will ensure they have protection and support for the individuals who participate, the officials that control the game, the administrators and committee members who conduct competitions and the volunteers who work at varying levels within the sport.

The full benefit and value of insurance is sometimes not easily recognised until a major incident of accident occurs that involves an individual, official or committee member. This is not unlike any other form of insurance; the exception in this case is that as a national body, Touch Football Australia manages changes to the policy to maintain currency with industry requirements.

*Imagine for a moment, if within your committee you needed to ensure someone was doing this for your association or club – could you be sure your personal assets were not at risk?*

Each year individual affiliated associations have insurance claims for Public Liability and Personal Accident Insurance as a part of the normal operation of competitions or events. These fluctuate each year and can adjust the insurance coverage and policy requirements for the year ahead, thus making affiliated associations expenses in this area unpredictable from competition to competition. In the event of a major Public Liability claim, it could even become too costly to continue to operate the affiliate and could cause it to close down.

The National Insurance Scheme evens out the insurance claims for both Personal Accident and Public Liability for all affiliates across Australia. Therefore if one affiliate has a large jump in claims or a major Workers Compensation Public Liability claim, it is absorbed by the system which may have had little to no claims in the course of that season or competition. TFA's 'buying power' balances out these variables and maintains a consistency that would be unachievable as in individual affiliate, thus ensuring that affiliated associations can be assured of the costs for insurance per competition. TFA, through the scheme, supports sustainability and financial viability of affiliated organisations.

TFA and the National Insurance Scheme is one of the single largest insurance accounts in the Australian Sports Industry. Affiliated members such as individual associations and clubs are protected through the united affiliated structure of national, state and regional bodies. The support of this structure, when something goes wrong, is the most valuable asset an affiliated local association or club has on its side. This is why affiliation and insurance cannot be separated and are inter-linked.

TFA has available, for affiliated associations and clubs, a detailed outline of the entire National Participation Framework and affiliation process on (02) 6212 2800 or visit the website [www.touchfootball.com.au](http://www.touchfootball.com.au) for this information.

**FOR ALL AFFILIATED BODIES TO OPERATE WITHIN THE TFA NATIONAL INSURANCE SCHEME, THERE ARE OBLIGATIONS IN WHICH EACH AFFILIATE MUST COMPLY. OUTLINED WITHIN THIS SECTION IS THE PROCESS OF AFFILIATION, INFORMATION ON MAINTAINING AFFILIATION, CONSIDERATIONS IN HOLDING COMPETITIONS SEASON TO SEASON, AND FINALLY AND IMPORTANTLY THE FINANCIAL REQUIREMENTS TO MAINTAIN COVERAGE IN THE NATIONAL INSURANCE SCHEME.**

## 1.1 PROCESS OF AFFILIATION

For affiliates or potential affiliates it is important to understand how you affiliate and maintain your affiliation status with either your regional, state or national organisation. Within Queensland and New South Wales, please contact your local state office to understand how you are linked to TFA. For affiliates who are located in the six remaining states and territories, your information will be contained in the Touch Football Australia Constitution and subsequent Affiliate Regulations.

*Taken from the Affiliate Regulations approved by the TFA Board of Management.*

“These Regulations have been established by the Touch Football Australia Board using the powers afforded it under clause 73 of the Association Constitution. The Affiliate Regulations refer specifically to **Clause 15** and shall be interpreted in accordance with the Constitution and this clause. In the event of any conflict or inconsistency, the Constitution shall take precedence. Terms used in these Regulations shall have the same meaning as in the Constitution unless otherwise stated.”

To obtain a copy of the current Affiliate Regulations please contact TFA or visit [www.touchfootball.com.au](http://www.touchfootball.com.au).

### START AFFILIATION AND ACCESSING THE NATIONAL INSURANCE SCHEME

For all potential affiliates within Queensland and New South Wales you must contact your local state office to commence affiliation. For all other states, you commence the documented process as outlined in the Affiliate Regulations – through TFA.

#### Bond Payment

All new affiliates must complete the required documentation and pay an affiliation bond. The affiliation bond will be the sum of two teams’ TFA affiliation and insurance fees, which will then be held in credit towards the first competition affiliation fees that will become due from round one of competition.

The bond is required to show a demonstrated commitment of a committee or group who will work

towards starting an affiliate. It also allows for the necessary insurance processes to commence including accessing the Certificate of Currency and the intellectual property of the sport that becomes accessible through affiliation.

In the event that the competition does not succeed in the first instance, the bond will be held for a 12 month period from the proposed commencement date. If the competition does not commence thereafter the bond is forfeited and the affiliation process would need to commence again.

#### Maintain Affiliation

Importantly, once affiliation commences there are processes that must be completed by all affiliates to ensure affiliation and financial status is maintained.

For Queensland and New South Wales affiliates, please contact your local state office for information on affiliation.

For all other affiliates who are direct recognised members of TFA, you are required to annually complete reporting requirements. These are outlined within the Affiliate Regulations as an Annual Statement of Particulars; however in summary, the form includes items like updating contact details, providing information as related to maintaining incorporated status and the commencement dates for the following 12 months. Affiliates are also required to provide a copy of their most recent Annual General Meeting minutes and a financial summary.

Each year the ANX 3 Form: Annual Registration of Touch Football Affiliate is due to TFA.

## 1.2 FINANCIAL OBLIGATIONS

For all affiliates within the structure of TFA and or associated regional or state organisations, all Affiliation and Insurance payments need to be made within two (2) weeks of commencement of a competition. Commencement is usually round one of a competition therefore payment must be forwarded by the fourth round of the competition. In the case that a Come'n'Try or Grading Night occurs prior to round one, then this pre-competition night is defined as commencement, and payment must be forwarded by the second week from this commencement.

This is not unlike any other sort of insurance that can be purchased. TFA understands that almost every affiliate in Australia has differing methods of how they collect fees from their membership, and also different season dates. This in turn results in differing time frames of when affiliation and insurance payments are made to either a regional, state or national organisation.

Unfortunately, sometimes affiliates have exceeded an acceptable timeframe for making these payments which eventually comes to TFA. While on the whole most affiliates do comply, some are clearly not meeting their financial obligations in paying affiliation and insurance fees within the two (2) week deadline after commencement. Affiliates who do not comply with the required timelines do not receive the full membership benefits, including insurance coverage, which has significant ramifications for both the affiliates' committee members and participants.

It is important to note that the obligations associated with payment of the scheme are paid on your behalf and therefore completion of these terms is an expectation. Furthermore, affiliation and insurance are linked in the system and both amounts must be paid together.

## 1.3 NATIONAL INSURANCE SCHEME: TERMS & CONDITIONS

In order to meet the minimum requirements of the National Insurance Scheme, there are terms and conditions that apply equally to all affiliates. These are important as the basis of the National Insurance Scheme requires common understandings and a standard in which all competitions are conducted by affiliates.

Provided below is a summary of the Terms and Conditions:

- The maximum length of a season is 26 calendar weeks, which includes any breaks or stoppages in a competition.
- All competitions must provide TFA/State office a commencement date for each competition. The commencement date must include any Come'n'Try or like events or days prior to round one.
- Payments for affiliation and insurance must be made by round two or on the second week after a Come'n'Try or grading night. In the unfortunate event of a serious injury or incident occurring, during this period, it must be reported to your state office and all pending affiliation and insurance fees be forwarded immediately to ensure the claims are processed as quickly as possible. Examples of serious injuries or incidents are recognised as Emergency Services e.g. Ambulance, Fire Brigade, Police are called or attend.
- TFA Affiliation and Insurance must be paid together, and in the required timeframe.
- Immediate disclosure of the amount of teams participating in the competition must be forthcoming from round one of competition. There is a duty to accurately disclose this information, and to do so in a timely manner.
- Any variances must be documented with clear communication outlining the team name, with registered individuals that withdrew and for what purpose thereafter. The insurance component of an affiliation payment for the team withdrawing is always payable and has to be forwarded by the affiliate. After week four or round four of the affiliate competition, no reduction in or refunding of affiliation fees apply.
- If an affiliate chooses to take the Option 2 Loss of Income insurance, then it must apply to all teams in the competition the affiliate is administering. The only allowable delineation of this option is between adult and junior/youth competitions. In the Touch Football Australia insurance policy, individual teams do not have the ability to choose Option 2 coverage.
- All participant details must be uploaded to the TFA database; Touch Football Online no later than two weeks after the competition commencement date. Services for both electronic and online payment systems are available to affiliates to aid in this area. These services are professional, efficient and can lessen the impact on volunteer time, with both staff

from TFA and FOX SPORTS PULSE, and resources available to affiliates for technical support and assistance. Only those participants in the TFA database will be covered under the TFA National Insurance Scheme.

- Affiliation and recognition by the National Insurance Scheme can only be discontinued through formal recognition, such as by a formal request for the cancellation of affiliation, or ANX 2 Form. This can only occur prior to the commencement of a competition season (at least two weeks' notice is required), and cannot occur during a season. When cancellation occurs all outstanding reporting and financial obligations must be fulfilled before an affiliate is released from its affiliation obligations. Legal proceedings could commence in the case this does not occur. TFA reserves the right to deem an affiliate inactive or unaffiliated as required, with affiliation benefits able to be withdrawn under these circumstances.
- Participants at state, national or international events are automatically covered under TFA's National Insurance Scheme if, and only if, their home affiliate is up to date with payment of their insurance and affiliation fees. For this reason, participants may be deemed ineligible to participate in TFA affiliated events if:
  - Their home affiliate has overdue affiliation or insurance fees; or
  - Their home affiliate's Insurance Certificate of Currency has been rescinded for other reasons
  - The status of all affiliates will be assessed two to four weeks prior to major events, and participants of affected affiliates will be advised at least one week prior to the commencement of the respective events.
- Affiliate, State and National events must all have a 'Sign-On' process for participants in their relevant competitions or events, as this evidence is required for claims processing.



**FOR ALL AFFILIATED BODIES TO OPERATE WITHIN THE TFA NATIONAL INSURANCE SCHEME, THERE ARE OBLIGATIONS IN WHICH EACH AFFILIATE MUST COMPLY. OUTLINED WITHIN THIS SECTION IS THE PROCESS OF AFFILIATION, INFORMATION ON MAINTAINING AFFILIATION, CONSIDERATIONS IN HOLDING COMPETITIONS SEASON TO SEASON, AND FINALLY AND IMPORTANTLY THE FINANCIAL REQUIREMENTS TO MAINTAIN COVERAGE IN THE NATIONAL INSURANCE SCHEME**

## 2.1 GENERAL INFORMATION

Certificates of Currency (CoC) are often requested when an affiliate is entering into contracts, leases, licenses and other agreements. A Certificate of Currency is evidence of insurance that you can use to satisfy the other party in respect to the insurance obligations it has assumed under a contract. For example, providing you with cover where you become legally liable to third parties arising out of bodily injury or property damage.

As an affiliated and insured member you can access these Certificates by request through your local state office or the national office. To have the Certificate released, your affiliate must have paid all the fees that are due and have no other outstanding debt to TFA and/or their local state office.

The Certificate can only be provided in the name of the affiliate which is a registered affiliated member of your regional, state or national body. It is a valuable instrument as it allows you to access and operate your affiliate and its activities. As such, it needs to be treated responsibly, by not passing it on to third parties or allowing it to be copied.

As an example, a club coach would like to use a school to train some junior kids. The school, in the process of making the booking has requested a Certificate of Compliance. The Certificate cannot be released to the coach, rather, it must be formally requested to the local affiliate who must endorse and support the coach, knowing/ confirming that they are an accredited and responsible member of their club. The coach, by using the Certificate of their affiliate, extends the risk of the affiliate. A further example is approaching Bunnings for BBQ fundraising activities; again a Certificate will be requested and an affiliate needs to assess the risk of an activity to their Insurance liabilities.

Affiliates need to be very clear what it means to use the Certificate, and the potential risks for negligence should it be released to a third party. An affiliate should also request a Certificate from an organisation involving a transaction with an outside party which increases exposure to loss. For example, a building contractor who is installing a facility for you or lighting structures. This

allows some form of reducing risk if there is an accident or injury as a result of poor workmanship or a like situation.

Other sports groups or venue management providers will have their own Certificate's for their specific aspects of their business. It does not mean that their Certificate will extend to cover your affiliate for running Touch Football-related competitions. They should never be used to substitute your own insurance coverage, which should be specific to the competition you are running. For example a rugby club that runs a Touch Football competition in summer, should have both a Rugby Certificate and a Touch Football Certificate.

Section 59 of the Commonwealth Insurance Contract Act 1984, provides for notice of cancellation to be provided by the Insurer to the Insured. In the case of an affiliate not making insurance payments to their regional or state body, that in turn provides it to TFA in a timely manner, the affiliate would be deemed by the Insurer as not appropriately registered as required under the Policy Wording. Therefore no cover would be provided by the Liability and/or Sports Injury policies. A letter can also be provided to the local facility notifying them of the affiliate's status.

**AFFILIATED MEMBER ASSOCIATIONS ARE DIRECTLY RESPONSIBLE FOR RISK MANAGEMENT AT THE LOCAL LEVEL. AS AN IMPORTANT FUNCTION OF ANY ASSOCIATION OR CLUB, A SPORTS RISK MANAGEMENT PROCESS IS TO PROTECT ITS ASSETS, FINANCIAL RESOURCES AND MEMBERS BY REDUCING RISK AND POTENTIAL FOR LOSS. THERE IS A CONSTANT NEED TO IDENTIFY RISKS, DEAL WITH THEM AND THEN EVALUATE MITIGATION STRATEGIES.**

### 3.1 DILLIGENCE

The National Insurance Scheme requires that all affiliated members are diligent in the process of risk management. TFA has a policy framework available to support affiliate operations, while state organisations support implementation, education and monitoring of requirements.

Included in this document is a summary of areas for affiliates to consider as they relate to risk management. Elements to consider include:

#### **Risk Identification**

Using old records, drawing on personal experience, and asking participants and experienced officials can all be used to see what areas pose a potential risk. For example, consider your facilities, the activities you undertake, who is supervising and treating injuries.

#### **Risk Assessment**

Once you have a list, you should then examine them and deal with them in a priority order from high risk to low risk.

#### **Risk Reduction**

Risk reduction strategies can help to lower the frequency and severity of accidents and injuries. For example, a field could have poor grass cover; contacting whoever is the management of the facility with your concerns could result in a better field or recognition of a problem, which would then assist in reducing the potential risks the poor grass cover could pose.

#### **Risk Management Plan**

Once you have implemented strategies, these strategies then form a plan you can use to continually review and monitor risk. It is recommended that the process for the review occurs at least once a year, ideally after an Annual General Meeting involving the incoming committee.

Risk Management cannot totally prevent accidents and injuries; however transferring financial risks to a third party becomes an important method of minimising the

potential for incidents occurring. Your local state office should be equipped to support and provide guidance in this area, while they are not experts they will have a common knowledge of other affiliates and can supplement and assist your volunteers in the first instance.

Outlined below are some of the actions your affiliate should be undertaking to reduce risk:

- Contact your local council or facility hirer with written documentation of your concerns about the safety of structures, trees, shelters or surfaces. Even if they do not act, you have shifted some responsibility to a third party. Ensure you keep records of your concerns, and reconfirm any concerns with them each season, unless addressed and rectified in the meantime.
- Undertake prior to the commencement of your competition, and at each round some form of report outlining the condition of the surface of all fields, and noting the weather conditions. Maintain these records and implement strategies with your officials to highlight any concerns or issues regarding the surface. Always consider whether a field should be declared unplayable if its condition poses an unacceptable risk to players and officials.
- Document and retain details of the playing field assessment including any possibility that the field contained potholes. Ensure the document is signed and dated.
- Ensure field boundaries are at least five to 10 metres from structures and safety padding or the like is used for perceived risks.
- Keep a log or process of reporting injuries or accidents as they occur, and ensure these records are maintained by a responsible member of the affiliate (e.g. administrator or committee secretary) and kept written down. A summary should be kept on record for the season, with any similar injuries or 'black spot' areas highlighted.
- If available, take photographs of any ongoing concerns or surface conditions regularly to log with injury records.

- Recommend to your participants that they have adequate uniforms or equipment for the surface they are playing on. For example, specific grass sport shoes are recommended to assist with stopping and changes of direction, especially in wet conditions.
- Provide to each team/individual any warnings, or precautions to be taken, with respect to injuries that can typically occur when participating in Touch Football each season.
- Weather can be a large factor when looking at risks. Ensure you have processes in place for hot, wet, slippery and storm conditions as a minimum, such as specific weather policies.
- As a matter of process, note any witnesses or bystanders to any injuries or incidents in case they are required to give evidence or details at a later time.

These simple steps can help in the event of a major claim or insurance related issue and are recommended by TFA as a guideline for competition management practices.



**TFA, IN MANAGING THE SCHEME, LEVERAGES THE SUPPORT OF AN INSURANCE BROKER – WORLDWIDE SPORTS INSURANCE PTY LTD (WWSI) AND SPORTSCOVER, WHO IS THE UNDERWRITER OF THE INSURANCE COVERAGE.**

#### **4.1 WORLDWIDE SPORTS**

TFA, in managing the scheme Worldwide Sports Insurance Pty Ltd (WWSI) is a licensed insurance broker specialising in the niche market of sport and leisure coupled with commercial products. From 2010, WWSI now forms part of the larger PSC Insurance Group, and the strength of the combined company lies with their experienced and motivated team along with the diversity of their office locations around Australia.

WWSI is one of the leading sports insurance providers offering services in Liability, Accident, Contingency and Property Insurances. They currently insure over 50 State and National Sporting Bodies across a diverse range of sporting activities. They also offer professional risk management advice.

WWSI operates throughout Australia; with offices in Melbourne and Sydney and the larger PSC Insurance Group operate in Darwin, Adelaide, Wagga Wagga, Canberra, Newcastle, Gold Coast and Perth. With vast insurance knowledge and experience, they are always on hand to answer any questions and queries you may have.

WWSI is registered with the Australian Securities and Investment Commission (ASIC). For your added protection, they also comply with the Financial Ombudsman Service (FOS)

AFS Licence No. 229795

A.C.N. 055 489 088

A.B.N 44 055 489 088

#### **4.2 SPORTSCOVER**

Sportscover is one of the world's leading sports insurance underwriters with an accredited broker network stretching across the globe and dealing in accident, liability, property and contingency insurances for sport.

Led by Peter Nash, Managing Director, Sportscover was established initially in Australia in 1986, when a small group of active sports people in the insurance industry became frustrated by the lack of quality insurance for

active sporting participants including players, administrators, coaches and officials.

Sportscover has now developed into a world renowned specialist that boasts more than two million clients spanning a diverse range of sporting activities. On this journey, Sportscover has become one of the most technologically advanced insurance organisations, providing secure facilities for clients to view policies and the progress of claims online. Sportscover also supports the General Insurance Code of Practice. The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

AFS Licence No. 230914

A.C.N. 006 637 903

A.B.N. 43006637

## TFA, WWSI AND SPORTSCOVER ARE COMMITTED TO PROVIDING THE TOUCH FOOTBALL COMMUNITY WITH A FIRST CLASS SPORTS INSURANCE SCHEME.

The TFA National Insurance Scheme actually consists of three (3) policies with multiple sections of cover:

- Personal Accident
- Associations Liability
  - General Liability (Public & Products Liability)
  - Professional Indemnity
  - Management Liability
  - Directors & Officers Liability
- Cyber Insurance (Only for recognised professional offices)

The following information is provided so that Players and Administrators throughout Australia, have access to all information in relation to the TFA National Insurance Scheme.

Outlined within **National Insurance Scheme – Overview** is detailed information on each of the various insurance sections of cover, including examples of incidents that might fall under each category, as well as recommendations on how to limit claims in each of the areas. This is to aid in understanding the practical application of the National Insurance Scheme and its various policies, and should be read in consultation with the Risk Management Framework and Manual.

**National Insurance Scheme – Summary Benefits & Claims Procedures** outlines a summary of the entire Insured Profile, as well as Claims Procedure, providing information on how to make a claim under the relevant policies and the steps to follow.

### 5.1 PERSONAL ACCIDENT

This policy can cover participants for:

- Temporary or permanent disablement;
- Non Medicare medical expenses such as physiotherapy, chiropractic hospital and ambulance;
- Rehabilitation of sporting injuries;
- Repatriation of an injured athlete
- Loss of Income (on request via TFA only –additional premium applies)

Personal Accident insurance is not a comprehensive policy and is not designed to take the place of Medicare or Private Health insurance. It is there mainly to offer additional support to Medicare and Private Health expenses with out of pocket expenses. The purpose of the coverage is to support major injuries and incidents.

It is important that affiliates communicate this information and still advise participants in their competition of the exact coverage they receive through the policy and how they make a claim.

It must be noted this policy covers the individual for the exact timeslot and team they are registered to participate with. If they fill in or play with another team they need to be registered with that team as a minimum. It is up to the discretion of the local affiliate as to if they collect additional fees for this purpose or not.

The method of eliminating byes in a competition by fielding a team of people from more than one other team (i.e. to play against the bye team) is not recommended. In each case, all teams that participate in a weekly competition must pay affiliation and insurance for each team – even if all individuals in any given team double up from one or more different teams.

### PRE EXISTING MEDICAL CONDITIONS OR PREGNANCY

We encourage participation of Touch Football at all levels and ability including disability, there are unfortunately some restrictions brought by insurers which will exclude cover for some players should they choose to continue to play with pre-existing medical conditions or pregnancy.

The Sports Injury policy will exclude the following conditions (amongst other exclusions) in respect to the cover afforded to the insured participants:

- Any pre-existing defect, infirmity or sickness the insured person suffered from at the time of the accident.
- Pregnancy or related complications, in either case, unless accelerated by accidental injury, and in which the policy will respond to provide actual non Medicare medical expenses incurred following Accidental Miscarriage or premature childbirth up to 26 weeks of pregnancy.

- Cover for this event is only provided if the miscarriage or childbirth was a direct result of playing or participating in the Sport of Touch Football.
- The benefit available for non-Medicare medical expenses related to this cover is limited to \$1,500.
- All claims arising out the insured person's failure to seek or follow medical advice.

In summary, whilst TFA actively encourage participation at all levels in Touch Football, there are some medical conditions whereby the insurance cover purchased by TFA will not respond and the participants will be involved at their own risk.

We encourage seeking medical advice if you have any doubts around the ability to play, or discuss with TFA insurance broker for more information.

### **MEDICARE, NON-RESIDENTS AND 457 VISAS**

Medicare is only available for Australian permanent residents and citizens. Or to some extent those non-residents who's originating country has signed a reciprocal health agreement with the Australian Government (in varying forms). Those non-residents whose originating countries do not have signed reciprocal health agreements with Australia do not have access to Medicare covered medical services and are treated differently within the National Insurance Scheme.

The Health Act prohibits general insurers from providing compensation for any Medicare related expenses. This extends to include those expenses that Medicare would have covered, except that the participant is a non-resident and has not agreed to any alternate medical legal agreement. As a consequence, this means that TFA is therefore not able to purchase Medicare replacement insurance on behalf of its registered members.

The insurance cover that is available to TFA members, under the National Insurance Scheme will only cover non-Medicare medical expenses. This applies to residents and non-residents alike. For those individuals visiting using 457 Visas, compulsory insurance regulations apply.

#### **Reciprocal Agreements**

The Australian Government has signed Reciprocal Health Care Agreements (RHCA) with the following countries. Some of the covers may vary between the countries therefore for more information contact the Immigration Department.

Those from the Republic of Ireland and New Zealand:

- Do not receive a Reciprocal Medicare Card
- Receive medically necessary treatment in a public hospital (by showing their passport)
- Receive pharmaceuticals at subsidised Pharmaceutical Benefits Scheme (PBS) levels, which is the same cost as Australians pay (by showing their passport)
- Can seek exemption from the Medicare Levy (1.5%) by completing the Medicare Levy Exemption form, and lodging this at the end of each tax year, with the Medicare Levy Exemption Unit in Hobart. If the exemption is granted, the refund of the 1.5% Medicare Levy is processed through the annual tax return.
- Will not be liable to pay the Medicare Levy Surcharge of 1% (MLS)

If there is a New Zealand citizen residing in Australia and are not on a temporary resident visa, they may be able to establish permanent residency and therefore be eligible to enrol in Medicare.

### **OTHER CLASSES OF NONRESIDENT (457 VISAS)**

In respect to non-residents without a reciprocal medical arrangement who may be on a working visa (type 457) we have provided the following guidelines.

If a subclass 457 visa was granted on or after 14 September 2009, they are responsible for health costs which are incurred in Australia by them and their accompanying family members.

From 14 September 2009 it is a requirement for a visa grant that applicants have made adequate arrangements for health insurance for themselves and accompanying family members.

Subclass 457 visa holders are subject to visa condition 8501. Condition 8501 requires all visa holders, including accompanying family members, to maintain adequate arrangements for health insurance for the duration of their stay in Australia.

They are required to maintain an adequate level of insurance cover for the duration of their stay in Australia. This insurance must be at least as comprehensive as the minimum level of coverage required under the subclass 457 visa program. Visa holders who are enrolled with Medicare under reciprocal health care arrangements will be considered as having met this requirement.

This information is current as of the date of release, you should refer them to the Department of Immigration as

policy changes may occur. Importantly TFA offers no reduction in the fees associated with the National Insurance Scheme where participants are not covered by their individual circumstance.

#### **LIMITING CLAIMS FOR PERSONAL ACCIDENT**

To limit or reduce claims in this area TFA recommends the following guidelines:

- First Aid is an important aspect that needs to be considered. As a minimum, the competition venue should have ice, phone or access to calling for emergency assistance and finally an adequate and fully-stocked first aid kit.
- At larger competitions, it is recommended that night supervisors, time keepers and/or someone in attendance at least has, at a minimum, current First Aid training and qualifications. In some cases it may warrant a person on location specifically for that purpose.
- Night supervisors or paid staff, as a minimum, should have an understanding as to how to handle a crisis situation. TFA has a Crisis Management Policy available for use.
- Often 'one off' or 'fill in' players may be utilised by teams when they are short their usual registered players. There must be a process prior to them participating in the game to ensure these people are appropriately registered and recorded for the game they are participating in.
- Ambulance cover is provided through the policy, however only in the event of a very serious or life threatening incident. Ensure if the injured person is conscious, they agree to have an ambulance called, and that they are aware that if it is deemed not to be serious enough they may have to cover the costs associated.

## **5.2 PUBLIC AND PRODUCTS LIABILITY & PROFESSIONAL INDEMNITY**

Public and Products Liability policies cover your affiliate for your legal liability in any pending claim for personal injury or property damage, arising from the management of your association or club.

Professional Indemnity provides cover for claims made against you which are notified to insurers during the

period of insurance for breach of your professional duty. Such duty may be owed in contract or otherwise arising from a negligent act, error or omission committed or alleged to have been committed in connection with the association or club.

#### **POSSIBLE AREAS OF INCIDENTS THAT USE THE COVERAGE FOR PUBLIC AND PRODUCT LIABILITY**

- Personal injury, including injury caused to fellow participants
- Injury to spectators
- Libel & Slander (excluding advertising, and wilful libel & slander)
- First Aid treatment
- Vicarious liability to land lord or principal under contract (Tenants Liability)
- Liability for Property Owners
- Supply of goods, sales, food and drink in accordance with your business

#### **POSSIBLE AREAS OR INCIDENTS THAT USE THE COVERAGE OF PROFESSIONAL INDEMNITY**

- Incorrect instruction by a coach or official that leads to financial loss or serious injury.

#### **LIMITING CLAIMS FOR PUBLIC AND PRODUCTS LIABILITY & PROFESSIONAL INDEMNITY**

TFA affiliates, as part of the National Insurance Scheme, are obligated to limit or prevent claims of this nature occurring. The educational framework provided through the affiliated structure is very important in managing risk as it relates to volunteer officials. Each affiliate should understand the legal and ethical requirements around participants that are minors and youth. Finally precautions related to food handling and beverage sales are a consideration.

To support affiliates we recommend the following information as a guideline.

##### **Education of Coaches and Officials**

Each association or club who uses officials to coach, manage or officiate needs to be aware that in order to have these people undertake this for you they need to have some form of accreditation (education or teaching) that forms the basis of their conduct.

Through being an affiliate of TFA, a process for education that is recognised by the Australian Sports Commission is in place. TFA's accredited courses, conducted by officially sanctioned and current presenters are the only way to ensure your volunteers have the education required. These courses are further recognised by the policy underwriter Sportscover.

Within these courses, there is direct and indirect education about managing risk, ensuring a safe environment, completing documentation, protecting participants and situational information. It is important that these elements are treated seriously when these courses are conducted.

Where junior teams are involved, ensure that there is supervision and that the person has some level of education or coaching background so that you protect your association or club against issues like incorrect skill execution, managing injuries as they occur and that they are instructing them to minimise impact with other participants. TFA has introduced a Foundation Coaching Course which should be used as a minimum requirement.

This factor alone is a significant benefit of affiliation because if your association or club was to implement your own training process, it would not always be recognised in the same way it is through TFA, and subsequently the Australian Sports Commission and Sportscover.

Referees and all other officials (including key volunteers and committee members) should be registered in the same manner as any other participant in the association, which will ensure they are insured for injury and/or professional indemnity.

#### **Important Note:**

Where an affiliate utilises the method of 'duty officials', it needs to be clarified that the same duty official is not covered by insurance if they perform these duties on a regular basis. If they perform these duties regularly then they must become qualified. A duty official is only covered for a maximum of three (3) duties per season and must be someone who has at least 12 months playing experience, including an understanding of officiating a game of Touch Football. It is therefore strongly recommended that in the case of an affiliate using this system that they attempt to give some form of education to the individuals. This could be done by having a copy of the rules available for them or running a small session outlining some critical areas of officiating.

#### **Child Protection**

All affiliates and competitions involving participants under 18 years of age are obligated to take steps to minimise the exposure of risk to children, who are participating in activities in which the organisation is involved. Affiliates and competitions must comply with the following steps to ensure that they, and the children involved in activities conducted by them are protected:

- Ensure all employees and volunteers are screened, according to the respective State's legislation. For example, people dealing with children in Queensland are required to obtain and maintain a current 'Blue Card' (i.e. suitability notice) from the Commission for Children and Young People in Queensland.
  - If you are unsure of your State's legislation, please visit the TFA website [www.touchfootball.com.au](http://www.touchfootball.com.au) by clicking on the 'Our Sport' tab on the top menu and clicking on Rules and Policies.
- In relation to employees, ensure that thorough reference checks are conducted before commencement of employment.
- Adopt the TFA Member Protection Policy which outlines;
  - The purpose of the policy;
  - Who is bound by this and responsibilities of the Organisation;
  - Position Statements in reference to Child Protection, Images, Anti-Discrimination and Harassment, Pregnancy, Consumption of Alcohol and Cyber Bullying;
  - Complaints Procedure;
  - Breaches of Policy;
  - Other misconduct;
  - Codes of Conduct;
  - Employment Screening/Working with Children Check Requirements
  - Complaint Handling Procedure; and
  - Reporting Requirements
- Adopt the TFA Code of Conduct which reflects our support and implementation of the sport industry principles and values outlined in the Australian Sports Commission's The Essence of Australian Sport – principles of fairness, respect, responsibility and safety. This Code ensures core values, good reputation and positive behaviours and attitudes are maintained and that everyone involved in our sport is aware of his/her legal and ethical rights and responsibilities.

- A reporting and investigation process which must be followed in the event of a complaint being made regarding a breach of the policy. This may include a requirement in certain circumstances to refer the matter to the appropriate authorities and to give notification to parents. Refer to the TFA Member Protection Policy for this process.

The process to be followed in relation to offenders in the event that the conduct has been found to occur. For example, for employees, this may involve disciplinary or dismissal processes. In the case of members this will include steps required by the organisation's rules to suspend or terminate membership.

As required by state law there will be relevant legal and ethical requirements in the area of child protection that must be maintained. Again, your state office can support you in this process.

#### **Food Handling and Beverage Sales**

Most affiliates run some kind of canteen or bar to earn additional funds to support affiliate activities. Food handling can be a major risk factor with food poisoning or spoiling, and alcohol sales also have ethical and legal risks to any affiliate. TFA reminds affiliates that they need to have processes and policy around the individuals that are responsible for these aspects.

In Australia, the food laws place many responsibilities on the proprietor of a food business. If you are the organiser of an event or an official of a charity or community organisation that is selling food, you need to be aware of these responsibilities.

If you understand your legal responsibilities and plan your events properly and in good time, complying with the law is straightforward.

The Food Safety Standards, which apply to Australia only, include requirements for the handling, storage, transport and display of food. A copy of the Food Safety Standards is available from the FSANZ website at [www.foodstandards.gov.au](http://www.foodstandards.gov.au) and may also be available from your local council or health authority.

Similarly, for alcohol licensing and sales, affiliates need to be aware of state laws and regulations. State offices can support in this area with local information.

## **5.3 MANAGEMENT LIABILITY**

### **INSURING CLAUSES**

- We will reimburse the club up to the amount stated in the Policy Schedule for any loss of Money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes belonging to the Club or for which the Club is legally liable due to any dishonest or fraudulent act or omission of an Employee which is first discovered by the Association or Club during the Period of Insurance and notified to us during the Period of Insurance.
- We will cover loss sustained by the Association or Club which is first discovered during the Period of Insurance and caused by Dishonest Acts but not Dishonest Acts of an Insured Officer.

Please refer to the full copy of Management Liability – Fidelity Guarantee Summary of Benefits document for specific information regarding Exclusions Applicable, Additional Conditions and Definitions pertaining to this section of the Policy, available via [www.touchfootball.com.au](http://www.touchfootball.com.au) Insurance page.

### **NOTIFICATION OF DIRECT FINANCIAL LOSS**

The Insured shall, as a condition precedent to obligations under this Policy, give written notice of any Direct Financial Loss as soon as practicable within the Period of Insurance, or within the Discovery Period if applicable, but in any event not later than 60 days after and Direct Financial Loss is first Discovered.

The Insured must, at its own cost, also:

- Provide affirmative proof of the Direct Financial Loss with full particulars within 6 months of the Direct Financial Loss being first discovered; and
- Provide all requested information and documents and co-operate with us in all matters pertaining to the Direct Financial Loss.

### **SETTLEMENT OF DIRECT FINANCIAL LOSS**

If the Insured notifies us of Direct Financial Loss and we accept the notification under this Policy, subject to the Insured's compliance, an appropriate fraud investigator will be nominated by the Insured and approved in writing by us, to establish proof of any element or part of the Direct Financial Loss not yet accepted.

The Fraud Investigator shall:

- Investigate the facts behind such unproven Direct Financial Loss; and
- Determine the quantum of such unproven Direct Financial Loss; and
- Advise when and how the Insured's controls were or may have been breached; and
- Provide recommendations which may prevent future similar Direct Financial Loss; and
- Issue their findings in a report format approved by us; and
- Provide a copy of the report to the Insured and to us.

## 5.4 DIRECTORS AND OFFICERS LIABILITY

Directors and Officers Liability policies provide cover for you as the managers of the association against claims for wrongful acts brought against directors and officers of the association.

The definition of what a Director or Officer comprises is covered by the Corporations Act, however generally a director or officer is interpreted as a committee member or employee who is engaged in, or are viewed as engaged in, any decision making process regarding the association.

A Directors and Officers Liability Policy will cover the following types of risk:

- False and misleading statements;
- Wrongful Acts;
- Discrimination/ Harassment; and
- Breaches of OH&S obligations.

### LIMITING CLAIMS FOR DIRECTORS & OFFICERS LIABILITY

Working positively with your state office will ensure your affiliate committee members and volunteers are getting the training and education about their legal and ethical responsibilities, which in turn can limit the possibility of negative outcomes. Often through this training, volunteers will ensure your affiliate will have a better run competition, but also to minimise your risk. Generic volunteering information is available from a variety of sources including State Government Sport and Recreation Offices in each state, Australian Sports

Commission, Local Government Recreation Officers, State Offices, the TFA website [www.touchfootball.com.au](http://www.touchfootball.com.au), and volunteering and community group organisations such as Play by the Rules. It is a big responsibility and sometimes can have legal ramifications if key volunteers do not take their role seriously.

We understand that not all volunteers and clubs have the time to ensure they have policies and procedures for the administering of their affiliate or the running of their competition. That is where the local state offices and staff play a role and can assist if your affiliate needs help. TFA do not expect you to know and have all this information so we encourage you to use the staffing infrastructure provided by your regional and state bodies.

As a minimum, the following expectations are outlined in order to ensure that each affiliated and insured competition understands to comply with the insurance processes.

- Maintaining or working towards an incorporated status for a maximum period of 12 months. To do this maintaining and recording minutes from meetings must occur, Annual General Meetings must be held, audited statements must be produced, the constitution needs to be followed and updated as required.
- The financial practices of the club are monitored and maintained to ensure transparency.
- Policies, By-Laws and Processes need to be minute and records must be maintained and followed at all times.
- Risk Management steps need to be documented.
- Member Protection, including Child Protection processes must be followed as outlined within the State the affiliate is located.
- Each competition should have a seasonal Conditions of Entry document that outlines the details of how, what, where and when it is conducted including which rules will be in place.
- Records of all participants within the affiliate must be maintained for a period of 7 years. All records of registration and membership must be received via the online Participant Declaration form and stored using the national database, Touch Football Online (TFO).
- A record of each game and who participates in it must be filled out and maintained for future use or disputes, especially if incidents or accidents occur. Each participant should sign off that they accept the

conditions and rules of being involved, then a signature each game thereafter. The use of TFO and the associated documentation can assist with this process. These records should be stored electronically within the TFO system for the statute of limitations period of 7 years.

- A process of handling disputes needs to be outlined and followed. The TFA Disciplinary Regulations and Member Protection Policy are available for this purpose.
- The use of Injury Report Forms are very important to ensure the correct information at the time of injuries are recorded.

Keeping reliable corporate records is very important. Volunteer committee members' details need to be accurately recorded from season to season, while also monitoring their accreditations or education background. This does not need to be formal; however informally maintaining these records will assist you should you need it in the event of litigation.

State offices support this process and are a secondary source of filing and maintaining corporate records. This is completed through the compliance requirements of Affiliate Regulations, due each year no later than 31 May. These are a safety net for all affiliated associations and clubs and add additional security in the event of litigation which can occur up to seven years later, sometimes long after a volunteer has been involved.

Failure to lodge any of these required corporate records by the date specified may result in immediate suspension of affiliation benefits. If forms are not lodged by June 30<sup>th</sup>, a Certificate of Currency provided as a result of the National Insurance Scheme will be withheld until full compliance has been achieved.

## 5.5 FRAUD PROTECTION

Fraud is a major threat to business despite regulation and increased internal controls. In order to assist affiliates in understanding the types of fraud exposures that you may face in your daily operations, we have included this basic fact sheet, which highlights some of the following key risk drivers and behaviour such as:

- Stock misappropriation
- Supplier collusion
- IT Manager excessive access risk

- Fund Transfer authorisation losses
- Contract allocation kickbacks
- Personal expense abuse

### MANAGING FRAUD RISK

Affiliates need to be rigorous about enforcing their anti-fraud measures. The following checklists offer general guidance and will assist in developing fraud prevention and mitigation plan.

- Understand and review high risk and key operations such as:
  - Third parties, Finance and Sales
- Implement key lines of defence:
  - Segregation of duties and Recruitment
  - Due diligence
- Ethics Policy:
  - Ensure staff know what constitutes fraud
- Fraud response plan
- Implement systems and controls to mitigate risk, particularly in the following areas:
  - IT and Security
  - People Management
  - Workflow systems and processes
  - Authorisation and Audit trails

### SOME DO'S AND DON'T'S WHEN YOU DISCOVER A FRAUD

Do's	Don't's
Get on with running your business	Ignore the fraud
Activate your fraud response plan	Respond emotionally or with too much haste
Investigate – think forward	Immediately confront the fraudster/s
Consider third party specialist	Damage or mark evidence
Take whistle-blowers seriously	Limit scope of concerns to specific issues
Be objective in your assessment	Ignore industry regulators
Limit the number of people involved	Put a time limit on investigations

## 5.6 CYBER INSURANCE (FOR RECOGNISED PROFESSIONAL OFFICES ONLY)

The world is quickly becoming more reliant on the Internet and various forms of technology. As such, businesses are becoming more and more exposed to risks associated with the online world. Hackers are finding efficient ways around even the most sophisticated defence measures and in such cases, cyber risk insurance may be the only protection a company can have against serious financial losses.

Cyber Insurance is a relatively new form of 'liability' insurance that has been developed to cover businesses for costs they can incur as a result of their computer systems being 'hacked' and their own client data being stolen, manipulated or destroyed.

Cyber Insurance is designed to protect commercial businesses of all kinds against a wide range of first party (the insured business) and third party (the customers or other affected parties) liability cyber exposures that arise when their customer information is breached or stolen. Companies with access to private, confidential information about their customers have a responsibility to keep it secure.

### INSURING CLAUSES

Insuring clauses offer coverage for:

- Clause 1: Cyber & Privacy
  - Cyber Liability
  - Privacy Liability
  - System Damage
  - System Business Interruption
  - Consequential Reputational Harm
  - Regulatory Actions and Investigations
- Clause 2: Privacy Breach Notification Costs
  - Your Notification Costs
  - Third Party Notification Costs
- Clause 3: Cyber Crime
  - Computer Crime
  - Identity Theft
  - Cyber Threats and Extortion
  - Telephone Hacking
  - Phishing Scams
- Clause 4: Multimedia Liability and Advertising Injury

- Defamation
- Intellectual Property Rights Infringement
- Invasion of Rights of Privacy
- Content Liability
- Clause 5: Technology Errors and Omissions
- Clause 6: Court Attendance Costs
- Clause 7: Crisis Management Costs

### SIGNIFICANT RISKS

Significant risks to business relating to cyber-crime include:

- Data breaches resulting in sensitive third party information being obtained
- System damage costs after an attack
- Mobile banking breaches
- The costs to notify third parties of a breach in complying with breach notification laws
- Damage to reputation
- Loss or theft of portable devices resulting in confidential information being compromised
- Hacking resulting in third party information being held for ransom
- Telephone line hacking resulting in calls to high cost numbers and huge bills
- Phishing Scams

### MINIMISING RISK

#### Patch Operating Systems

Maintain up to date operating systems and install patches if available. Using automated software can assist managing the patch cycle, but a regimented process certainly helps maintain operating system integrity.

#### Incident Response Plan (IRP)

Have a clear, concise and tested IRP allowing fast action to contain a breach and minimise the financial damage to an organisation. They are more likely to have a better response to legal requirements and potential costly fines.

#### Encrypt Data

With technologically empowered employees all accessing the network via a raft of mobile devices (smart phones, tablets etc.) a data/privacy breach can occur from simply losing a mobile device. Ensuring the devices are

encrypted means that even if a device is lost or stolen, the data cannot be used which will mitigate the potential exposure.

### **Network Security Policy**

Have a current and enforced network security policy outlining the organisational rules for appropriate use of an organisation's computer resources, including enforcement procedures. The policy among other things should discuss strong password protocols, website access and usage restrictions, as well as appropriate email usage.

## **5.7 SUMMARY SCOPE OF COVER AND EXCLUSIONS**

The TFA National Insurance Scheme defines the Insured as: Touch Football Australia Inc. including all affiliated State/Territory Governing Bodies as listed below:

- Touch Football ACT
- Touch Football NT
- Touch Football SA
- Touch Football TAS
- Touch Football VIC
- Touch Football WA
- Queensland Touch Football
- New South Wales Touch Association

In addition, the Scheme extends to provide coverage to the following affiliated 'Insured Persons' between the ages of 3 to 80 years of age:

- Registered Members
- Match Officials (Referees)
- Non-Playing Officials
  - Coaches
  - Assistant Coaches
  - Team Managers
  - Selectors and other Match Officials
  - Members of the Board of Management
  - Directors
  - Employees
  - Administrators
  - Executive Officers

- Voluntary Workers

### **SCOPE OF COVER**

Cover is provided under the Personal Accident policy of the TFA National Insurance Scheme to the above Insured Persons whilst:

- Playing in official matches
- Engaged in organised Training and/or Practice
- Travelling directly to and from or between official matches/training, your place of residence/place of employment
- Staying away from your home district for the purpose of participating in representative matches/activities duly authorised by TFA
- Engaged in administrative or organised social activities for your affiliated Association (Competition), Club or TFA

### **EXCLUSIONS**

The Policy will not provide cover in some circumstances nor for some types of injuries. Some of the main exclusions in relation to Personal Accident by/or resulting from:

- Self-infliction
- War and Terrorism
- Aerial activities
- Being under the influence of Drugs or Alcohol
- Criminal Acts
- Psychiatric or Psychological disorder
- Contamination by Radioactivity
- Pre-existing conditions
- Sickness

It is important to have some understanding of the scope of cover and exclusions of the policy. This is not an exhaustive list, and is recommended you read the detailed Insured Profile policy wording for better in depth understanding of the various policies within the TFA National Insurance Scheme.

**EVENTS TEND TO BE HELD EITHER INTERNALLY TO THE SPORT BY AN AFFILIATE OR EXTERNAL TO THE SPORT BY A CHARITY OR CORPORATE ORGANISATION.**

## **6.1 GENERAL INFORMATION**

Internal events are sometimes conducted by affiliates as grading days or end of season gala days. It is important to emphasise that these events can often occur without additional insurance and affiliation funds being provided to TFA. However, it must be an event in which there is 100% participation of the existing competition participants whom are currently registered and insured in the season registered with TFA.

If an affiliate event allows external participation, then event insurances for the entire event must be collected and passed to TFA, as per the Event Regulations prior to the Event occurring.

The same circumstances contained within this document apply, where documentation of the community group or organisation requesting the process is required. In the case of an existing affiliate, this is far more straightforward as there is already an understanding that the competition will be conducted in an agreed format and there is already an understanding of the necessary risk management strategies.

As a minimum to access this process, TFA requires:

- Understanding of the organising group and copy of associated Certificates of Currency (CoC) as well as confirmation of incorporation status
- Event Conditions of Entry and background of event organising committee with their associated skills and experience
- As outlined within the Public Liability section (see previous) we need to know that the affiliated structure of Touch Football is being utilised for Officials, dispute resolutions, playing rules and items such as Member Protection Policies etc. are in place
- Proof of charity status or documentation indicating support by a charity
- Completed and compliant Event Regulations

To access this avenue, please contact TFA for the Event Regulations or visit [www.touchfootball.com.au](http://www.touchfootball.com.au).

Finally, TFA must clarify where representative events are covered by the National Insurance Scheme.

Participants at state, national or international events are automatically covered under TFA's National Insurance Scheme if, and only if, their home affiliate is up to date with payment of their insurance and affiliation fees. If a respective home affiliate is not up to date with payment of these fees, then the membership benefit of being able to participate in these events can be withdrawn.

Representative events are defined as events in which representatives of an affiliate, zone or region progress from the local level to the next level of competition in a participant or officiating pathway. Representative events must be officially recognised as such by their state office and have these formally minuted by their State Councils or State Boards. These events are limited in nature; they must have representation from beneath and progress on afterward the event to a higher event, and they must be also endorsed by TFA.

A clause around representative events also exists to ensure that participants are 100% members of affiliates who have an existing competition, in which the participants whom are currently registered and insured in the season registered with TFA. This allows TFA to use the National Insurance Scheme to cover participants for these representative duties.

For this reason, participants will be deemed ineligible to participate in TFA or State Events if:

- Their home affiliate has overdue affiliation or insurance fees; OR
- Their home affiliate's insurance Certificate of Currency has been withheld or rescinded for other reasons.

The status of all affiliates will be assessed two to four weeks prior to major events, and participants of affected affiliates will be advised at least one week prior to events.

Please note failure to comply with any of these requirements, extends the risk of your organisation and will not be covered if these are not adhered to.

**IT IS ESSENTIAL THAT YOU CAREFULLY READ AND UNDERSTAND THE FOLLOWING NOTICES. THESE NOTICES HAVE IN PART BEEN COVERED IN THE AFFILIATION OBLIGATIONS WHICH PROVIDES RELEVANT INFORMATION AS IT IS IN RELATION TO AFFILIATE TOUCH FOOTBALL AUSTRALIA MEMBERS. THIS SECTION IS COMPLICATED AND RELATES CLOSER TO POLICY WORDING FOR THE NATIONAL INSURANCE SCHEME. IF YOU HAVE ANY QUERIES PLEASE SEEK ADVICE FROM TFA.**

## 7.1 DUTY OF DISCLOSURE

In accordance with the provisions of the Insurance Contracts Act 1984 (Cth), you and everyone who is an insured under the National Insurance Scheme policy and/or everyone who arranges insurance on behalf of an affiliate, must comply with the Duty of Disclosure. Make sure that you explain the duty to any other insured's you apply on behalf of and/or to others involved in arranging insurance.

The duty requires you to tell an insurer certain matters which will help it decide whether to offer insurance and, if so, on what terms. The duty applies at the first application for a policy and on any renewal, variation, extension or replacement of the policy. The type of duty that applies can vary according to the type of policy.

To assist TFA in protecting your interests, it is important that you tell us every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to the insurer's decision whether to offer insurance and, if so, on what terms.

TFA will then assist you in determining what needs to be disclosed to the insurer in order to meet your duty.

Examples of matters that should be disclosed are:

- Any claims made in recent years for the particular type of insurance
- Refusal by an insurer to renew a policy
- Any unusual feature of the insured risk that may increase the likelihood of a claim.

Failure to comply with the duty may give the insurer the right to cancel the policy or reduce the amount it pays in the event of a claim. If the failure to comply with the duty is fraudulent, the insurer may treat the policy as if it never existed and pay nothing. Affiliates must disclose honestly team numbers accurately at the time of affiliation and insurance, as a part of their Duty of Disclosure.

If you are uncertain about whether or not a particular matter should be disclosed, please contact TFA. The history of losses suffered and claims made by the party seeking insurance, or any person, firm or company

closely associated with that party, is one of the principal matters to be disclosed. It is therefore imperative that you maintain an up-to-date record of all such losses and claims. This area particularly applies to new affiliates or affiliates that are looking to affiliate from an unaffiliated or unrecognised structure.

The Duty of Disclosure must be taken seriously as it may affect your or your affiliates' participants, right to claim. We recommend you:

- Supply all committee management and any administration staff with a copy of the Duty of Disclosure Notice
- Emphasise to them that the Duty of Disclosure applies not only at inception of the insurance, but also when policies are altered or renewed
- Point out to them that disclosure is most important in matters relating to past claims, cancellation of insurance covers, premium penalties and any other matters which may influence an underwriter's acceptance of the risk such as criminal convictions or insolvency of previous affiliates or committee members; and
- Have a system in place which ensures that all relevant matters come to their attention.

### WAIVER OF RIGHTS

Some policies contain a clause that limits or excludes claims where the insured has limited its rights to recover a loss from another party, in circumstances where that other party is responsible for the loss. For example, this may happen where the insured has entered into a contract limiting the liability that the other contracting party would have been under in the absence of the contract.

If you have entered into, or propose to enter into a contract which might limit rights against another contracting party, please let TFA know, so that we can advise you about how the agreement affects, or will affect, your cover.

**CLAIMS MADE POLICIES**

Directors' and Officers' Liability, Comprehensive Crime, Professional Indemnity and Superannuation Trustees' Liability policies and some other liability policies are written on a "Claims Made" basis.

This means that they cover only those claims made against you during the period of insurance. In some cases you must also notify the insurer of the claim during the period of insurance. In this area, affiliates must accurately disclose competition dates and any internal events accurately and timely. It also links to keeping affiliation and financial status current.

It is also important to ensure that premium payment is made in the required timeline. A Claims Made policy does not provide cover in relation to:

- Claims made after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance
- Claims notified or arising out of circumstances notified under any previous policy
- Claims made against you prior to the commencement of the period of insurance
- Claims arising out of circumstances noted on the proposal form for the current period of insurance or on any previous proposal forms, and events that occurred prior to the retroactive date of the policy (if such a date is specified).

However, where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts, but before the expiry of the period of insurance, the policy will, subject to its terms and conditions, provide cover even if that claim is made after the expiry of the period of insurance. For this reason, you must send us written notice during the policy period of any facts or events that might give rise to a future claim. If you do not, you may not have cover if a claim arises later.

Upon expiry of the policy no further claims can be made thereunder and the need to maintain insurance or the arrangement of run-off cover is essential.

**OCCURRENCE BASIS POLICIES**

Combines General Liability, Property, Travel policies and some other policies are written on an occurrence basis.

This means when there is an incident/occurrence giving rise to a claim, the policy that responds is the policy that was in force at the time of the incident/occurrence.

**INTEREST OF OTHER PARTIES**

Many policies exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned, or subject to finance, the interest of the joint owner or financier may be excluded if it is not specifically noted on the policy.

Generally, the safest course is to have all interests in all property insured noted on each policy.

**UTMOST GOOD FAITH**

Every contract of insurance is based on the principle of utmost good faith, requiring each party (which means both you and the insurer) to act towards the other party in respect of any matter arising under the contract, with the utmost good faith. If you fail to do so you may prejudice your rights under the policy and in particular, any claim.

TFA members, under the National Insurance Scheme; ensure operations in utmost good faith. It is expected that affiliates do their best or try to meet the requirements contained within this manual to the best of their ability. Throughout the affiliated structure, operational staff are also committed to providing support in utmost good faith.

**CHANGE OF RISK OR CIRCUMSTANCES**

It is important that you advise TFA of any material alterations to your club/affiliation or products or indeed of any development which may have a bearing on the adequacy of your insurance program.

Your insurers have assessed and accepted your risks at an agreed premium on the basis of information provided during the placement and/or subsequent renewals of your insurance policies. Any variation of those details, if not advised to them, could prejudice the insurance cover.

The following list may be used as a guide to activities that should be notified to TFA when they are being proposed or when they occur so that action can be taken to ensure your interests are adequately protected.

It is by no means a complete list so, when in doubt, contact TFA in writing outlining a clarification from the insurer for guidance on:

- Purchase, construction or occupancy of new premises, alteration, vacation, temporary occupancy,

extension or demolition of existing premises. Details of any new building or alteration work should be advised during the planning stage.

- Proposed installation of significant items of plant, machinery or equipment.
- Increase in value in excess of insured limits for buildings, plant and stock.
- Substantial removal of stock or equipment to other locations.
- Contractual liabilities (i.e. leases, hiring agreements) particularly any contracts which impose greater than usual liabilities.
- Granting of indemnities or hold harmless agreements e.g. lease agreements, contracts for supply or maintenance of fire protection and/or burglary protection equipment.
- Changes in processes, property occupancy, products or extension of business operations, including new products or processes.
- Alteration, amendment to or disconnection of fire or burglary protection systems.
- Advice of other activities which could affect the nature of the risk originally accepted by insurers.
- Early notification of development projects at the planning stage will enable TFA to further assist you by:
  - developing a sound and economical approach to construction insurance;
  - reviewing indemnity and insurance clauses of contracts to ensure they are drafted in your best interests and do not prejudice your insurance program;
  - mutually analysing and agreeing upon standards of fire protection and security;

## 7.2 CO-INSURANCE CLAUSE

Many policies, principally Industrial Special Risks (Material Damage and Business Interruption), Fire and Perils, General Property, Computer and Machinery Breakdown, contain an 'average' (otherwise called 'co-insurance') clause. This type of clause requires you to bear a proportion of each loss or claim if the sum insured is inadequate to cover the full potential loss. In effect, you are treated as if you self-insured a proportion of the risk because you did not insure the full value of the risk.

In order to avoid the application of average to a claim it is essential to ensure that the level of insurance is adequate whenever you arrange a new policy or renew an existing one. If insurance is on a 'reinstatement and replacement' basis (i.e. 'new for old') the sum insured must be for the full cost of replacing the insured property with new property.

If you would like to know more about this service, please contact TFA.

### Important Note:

Insurance valuations typically represent reinstatement/replacement costs and estimates of related professional fees exclusive of GST, on the assumption that most commercial property owners will be entitled to a 100% Input Tax Credit on outlays incurred in the event of a loss.

It is customary for insurers to establish an insured's GST status upon receiving a claim and to arrange settlement on a GST neutral basis.

Insured's that may not be entitled to a 100% Input Tax Credit are advised to ensure that their property insurance valuations – and their sums insured – correctly reflect their GST status.

## 7.3 TERRORISM INSURANCE ACT 2003

The Terrorism Insurance Act 2003 (the Act) deems terrorism cover into certain commercial insurance policies – eligible insurance contracts – covering eligible property in Australia.

In broad terms, the Act applies to non-residential buildings, structures, other works and their contents. Business Interruption covers, which relate to the ownership or occupation of such property, and liability policies, to the extent that the liability arises from the ownership or occupation of such property, are also embraced by the legislation.

To qualify as an eligible insurance contract, a policy must be subject to terrorism exclusion. Upon an event being deemed a declared terrorism incident by the Government, the Act renders terrorism exclusions inoperative and insured's may lodge claims with their insurers for losses caused by the terrorist incident. Apart from the terrorism exclusion, all other terms and conditions of policies deemed to be eligible insurance contracts remain the same.

Policies which contain an Act of Terrorism exclusion and which are designated an eligible insurance contract in terms of the Terrorism Insurance Act, are generally identified accordingly. Subject to all other terms and conditions of policies so designated, coverage is amended to the extent provided by the Terrorism Insurance ACT 2003.



**“For all affiliated bodies to operate within the TFA National Insurance Scheme, there are obligations in which each affiliate must comply.”**