



Advice you can trust

Insurance Advisernet Australia Pty Ltd  
AFSL No. 240549 ABN: 15 003 886 687  
[www.insuranceadviser.net](http://www.insuranceadviser.net)



# **National Snow Sports Combined Liability Insurance Programme**

## **INSURANCE SUMMARY**

**1<sup>ST</sup> May 2024 to 1<sup>st</sup> May 2025**

**Anne Hartree**

ALH Insurance Services Pty Ltd

*Authorized Representative of Insurance Advisernet Australia Pty Ltd*

Authorised Representative No; 2621536

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## Table of Contents

STATEMENT OF ADVICE .....	1
INTRODUCTION.....	3
CONTACT DETAILS.....	1
INSURED INFORMATION .....	1
POLICY SUMMARY .....	2
Part 1 - General Liability.....	2
Part 2 - Professional Indemnity.....	3
Part 3 – Management Liability.....	4
GENERAL ADVICE WARNING AND PRODUCT .....	5
Interest of Other Parties .....	5
Legal Liability.....	5

## STATEMENT OF ADVICE



Snow Australia in association with [Insurance Advisernet \(IA\)](#) are proud to provide Australian Ski and Snowboard clubs the opportunity to purchase public liability insurance under the National Snowsports Club Insurance Policy. The policy is aimed at clubs of all levels from lodges and recreational clubs to competitive race clubs, Pathway Programs and Associations.

[IA](#), is one of Australia's biggest and most trusted General Insurance Brokers. Our Authorised Representative, [Anne Hartree](#), Director of ALH Insurance Services Pty Ltd has been looking after Snow Australia's insurance program for over 20 years, ensuring both appropriate cover and great service. Our Associations Liability Insurance program is underwritten by [Sportscover Australia Pty Ltd](#)

As a Snow Australia member your organisation has access to exclusive member coverage and premiums which have been negotiated for your benefit. It is important that all clubs and associations that have previously enjoyed cover under the master policy continue to support this initiative to ensure the continuation of both favourable pricing and relevant coverage. The Sportscover policy adequately meets the specific needs of the sport including the availability of cover for race clubs and programs overseas. Without these unique aspects of the policy our sport is greatly restricted. Non-competition clubs and associations can enjoy the benefit of the favourable premium levels, due in large part to the high level of support this policy has received from the wider skiing community. We encourage all ski and snowboard related clubs/organisations to join the Snow Australia policy.

In summary the Liability insurance cover provides protection for members;

- General Liability - \$10/20 million
- Professional Indemnity - \$2 million
- Management Liability - \$1/5 million

In relation to this offering Snow Australia will act as your representative in negotiating coverage terms and premiums for the benefit of all members. Further we will act as a conduit between members and our IA Authorised Representative, Anne Hartree. As part of this arrangement and at no charge to our members, we undertake to provide the following:

- Documentation and information to members as provided by IA including;
- Financial Services Guide, inclusive of contact details for our IA Authorised Representative
- Policy Schedule and Tax Invoice
- A copy of (or access to) the relevant Product Disclosure Statement, detailing the product terms and conditions
- Renewal notices and if applicable cancellation and/or notice of non renewal

We also need to advise you of our obligation to compensate you for any loss or damage if we fail to notify you of the above as required.

In providing this facility to members, Snow Australia will not receive any rebates or commissions from IA, its Authorised Representative or the insurer for arranging for the issue of insurance coverage. (We may however charge a fee to cover the administration cost to us in providing this facility.)

Snow Australia doesn't hold an Australian Financial Services Licence and as such advises that you should consider obtaining your own financial product advice about the above product and its suitability to your individual needs from an appropriately qualified financial services advisor.

If you have any questions in relation to the product, coverage provided, cost of same and/ or currency of coverage please contact Snow Australia on 03 9696 2344 or contact Anne Hartree, our IA Authorised Representative who will be happy to assist.





## INTRODUCTION

This insurance programme has been prepared as a general working record, providing a summary of the scope of protection under the insurances arranged by your Authorised Broker Representative, ALH Insurance Services Pty Ltd.

It is not intended to alter or override the terms, conditions and limitations of the actual policies which detail the protection provided by the insurance.

It is intended to act as a ready reference to your Insurance Programme and the reporting procedures necessary to obtain maximum benefit from such Programme.

With a document such as this, we have endeavoured to provide you with a summary of the important ones affecting each policy. This document does not list all policy exclusions or conditions but If there is ever any doubt as to whether a loss is covered, reference should be made to the PDS for full details of cover, terms and conditions. If clarification is required, please consult Anne Hartree, your Authorised Broker Representative of Insurance Advisernet Australian Pty Ltd.

As you are aware, a policy of insurance is a legal contract and is subject to various conditions, one of the most important of which is the immediate notification of claims and events that are likely to give rise to a claim. Failure to comply with this condition can be grounds for an Insurer to deny liability. We therefore ask for your assistance in providing us with immediate notification of any possible claims.

If circumstances arise which affect the current insurances, immediate contact should be made with your Authorised Broker Representative in order that existing insurances can be amended.

## CONTACT DETAILS



To assist in providing you professional service and advice, we set out below details of our contact names and telephone numbers:

**Insurance Advisernet Australia Pty Ltd**

Australian Financial Services Licence No: 240549

Contact:

**Anne Hartree**

[ahartree@iaa.net.au](mailto:ahartree@iaa.net.au)

0411 747282

PO Box 551 Miami, Qld 4220

Authorised Representative of Insurance Advisernet Australia,  
Authority No 262053



## INSURED INFORMATION

INSURED:	Snow Australia Limited and, : <ul style="list-style-type: none"><li>• Pathway Programs</li><li>• Associations</li><li>• Membership Clubs</li><li>• Events</li><li>• Entities as noted on the schedule</li></ul>
BUSINESS:	Ski & Snowboard events, participating Clubs, training programs, organisations and associated activities.
PERIOD OF INSURANCE:	From: 4:00pm on 1 <sup>st</sup> May 2024 Eastern Daylight Time To: 4:00pm on 1 <sup>st</sup> May 2025 Eastern Daylight Time
CLASSES OF INSURANCE AVAILABLE:	<b>Combined Liability</b> incorporating: <ul style="list-style-type: none"><li>▪ Part 1 - General Liability</li><li>▪ Part 2 - Professional Indemnity</li><li>▪ Part 3 - Management Liability</li></ul>

UNDERWRITER: **SPORTSCOVER**<sup>TM</sup>  
on behalf of Certain Underwriters at Lloyds  
[www.sportscover.com](http://www.sportscover.com)



## POLICY SUMMARY

### Part 1 - General Liability

#### Summary of Cover:

- The **insured's** legal liability to third parties arising from an Occurrence in connection with the Business Activities with regard to Personal Injury and/or Property Damage.
- Legal costs involved in defending any Claims against You.
- Reimbursement of Reasonable expenses

#### Insuring Clauses for Part 1

##### The Cover

In consideration of the payment of the premium stated in the Policy Schedule and in reliance on the particulars and statements made in the Proposal referred to in the Policy, We will to the extent and in the manner provided in this Policy:

**1.1** Indemnify the Insured's legal liability to pay Compensation for Personal Injury or Property Damage that happens during the Period of Insurance arising from an Occurrence in connection with the Business within the Territorial Scope up to a maximum of the respective limits of indemnity for General Liability and Products Hazard as stated in the schedule. The total aggregate liability for Products Hazard during any one period of insurance will not exceed the limit of indemnity;

**1.2** Indemnify the Insured for the legal advisors fees and court costs involved in defending any Claims against the Insured to the extent that such claims fall within the terms and indemnity limits provided for in 1.1 above. The Company shall have the right but not the obligation to appoint legal representatives and conduct the defence of any such Claim, investigation, negotiation and settlement thereof as We consider expedient;

**1.3** Reimburse the Insured for all reasonable expenses, other than wages, loss of earnings or profits, incurred with the consent of the Company in connection with (2) above.

Indemnity or reimbursement provided under Insuring Clauses 1.2 and 1.3 above shall be payable in addition to the applicable limits of indemnity stated in the Policy Schedule.

##### Limit of Indemnity for Part 1

Our maximum liability in respect of any one Occurrence under this Part 1 shall not exceed the Limit of Indemnity specified in the Policy Schedule. Our total aggregate liability for all Occurrences arising out of Your Products during any one Period of Insurance will not exceed the Limit of Indemnity specified in the Policy Schedule.

*Please refer to the Policy Wording for full details of coverage, conditions and exclusions.*

<b>Limit of Liability</b>	<b>Option 1</b>	<b>\$10,000,000</b> any one occurrence & in the aggregate
	<b>Option 2</b>	<b>\$20,000,000</b> any one occurrence & in the aggregate

*The limit will be shown on your individual Certificate of Insurance Depending on your advised requirements.*

**Deductible:** \$500 each and every loss in respect to property damage.

*\*\*\*Extended cover available subject to application:*

*The Liability cover can now be extended to include the Property Owner and Operator of Ski Lodge (excluding Hotel/Bar/Restaurant/Ski Hire). Accommodation for exclusive use of members and their guests, not general public.*





## Part 2 - Professional Indemnity

**Insured** Coaches & Officials (if nominated and submitted to S)

### Summary of Cover:

- *Provides cover for breach of professional duty or contract in respect of legal liability arising from negligent acts, errors or omissions arising out of or in connection with snow sports.*

### Insuring Clauses for Part 2

#### The Cover

This Part 2 is Claims Made. It only covers Claims made against You and notified to Us during the Period of Insurance. However, provided You give Us notice in writing of any facts that might give rise to a Claim against You, as soon as reasonably practicable after You become aware of those facts and before the expiry date of this insurance, then this insurance will respond, notwithstanding the fact that no Claim has actually been made against You prior to the expiry date.

In consideration of the payment of the premium and subject to the terms and conditions of the Policy:

#### 2.1

We will indemnify You against any Claim or Claims (including all legal costs and expenses for which You shall become legally liable to the Claimant) in connection with the Business and within the Territorial Scope, up to but not exceeding in the aggregate for all Claims under Part 2, the Limit of Indemnity arising from breach of professional duty whether such duty is owed in contract or otherwise in respect of Your legal liability arising from negligent acts, errors or omissions whenever or wherever committed or alleged to have been committed in connection with the Sport noted in the Policy Schedule, provided that the Claim or Claims are:

- (a) Made against You during the Period of Insurance specified in the Policy Schedule; and
- (b) Immediately notified in writing to Us by You during the Period of Insurance; and
- (c) Arising out of any act, error or omission which occurred subsequent to the Retroactive Date.

#### 2.2

We will indemnify You for all costs, fees and expenses incurred by You, with Our prior written consent, in the defence or settlement of a Claim or Claims made against You.

#### Limit of Liability

- Standard cover Limit of Liability - any one originating cause **\$2,000,000**
- Limit of Liability - any one period of insurance **\$2,000,000**

*Please refer to the Policy Wording for full details of coverage, conditions and exclusions.*



## Part 3 – Management Liability

### Summary of Cover:

- Provides cover for an Insured Officer and Reimbursement for the Club in respect of any:
  - (a) Wrongful Act; or
  - (b) Employment Practice Breach; or
  - (c) Trustee Breach
- Reimbursement of Loss from Fraud/Dishonesty of Employees
- Defamation
- Statutory Liability (sub limit \$250,000)
- Tax Audit Costs
- Defence costs for Breach of OH & S legislation

### Insuring Clauses for Part 3

For the purpose of this Part 3 only, the following definitions apply:

**Insured Officer** means any of Your directors, executive officers, committee members, office-holders or Office Bearers of the Club, Association or entities specified in the Policy Schedule but only whilst acting within the scope of their duties in such capacity and only if they have acted lawfully in such capacity and in accordance with the lawful direction/directions of the Club, Association or entities specified in the Policy Schedule.

**Club** means the Club, Association or entities specified in the Policy Schedule.

### The Cover

This Part 3 is Claims Made. It only covers Claims made against an Insured Officer and/or the Club as specified in this Part 3 and notified to Us during the Period of Insurance. However, provided You give Us notice in writing of any facts that might give rise to a Claim against an Insured Officer and/or the Club as soon as reasonably practicable after You become aware of those facts and before the expiry date of this insurance, then this insurance will respond, notwithstanding the fact that no Claim has actually been made against an Insured Officer and/or the Club prior to the expiry date.

### Limit of Liability

Option 1	<b>\$1,000,000*</b>	any one occurrence & in the aggregate
Sub-limits:		Employment Practices Liability \$100,000 Fidelity/Crime \$10,000
Option 2	<b>\$5,000,000*</b>	any one occurrence & in the aggregate
Sub-limits:		Employment Practices Liability \$250,000 Fidelity/Crime \$50,000

*The limit will be shown on your individual Certificate of Insurance Depending on your advised requirements.*

**Deductibles:** Employment Practices Liability \$10,000  
Fidelity/Crime \$1,000

### Conditions applicable to the Fidelity/Crime extension:

Fraud & Dishonesty Insurance Risk Management Requirements

1. Two signatures for all payments.
2. Annual external audit on cash and accounts. External audit to have no qualifications.
3. Annual internal audit by management on inventory and stocks.

*Please refer to the Policy Wording for full details of coverage, conditions and exclusions*



### GENERAL ADVICE WARNING

The information provided is to be regarded as general advice. Whilst we may have collected risk information, your personal objectives, needs or financial situations were not taken into account when preparing this information. We recommend that you consider the suitability of this general advice, in respect of your objectives, financial situation and needs before acting on it. You should obtain and consider the relevant product disclosure statement before making any decision to purchase this financial product.

### PDS WARNING

This material contains general information only and may not suit your particular circumstances. The precise coverage afforded is subject to the statements and information in the relevant Product Disclosure Statement (PDS) and the terms and conditions of the insurance Policy when issued. Before deciding to acquire any insurance product, you should obtain and consider the relevant PDS or Policy wording available by contacting our office

### ***Please refer to full Product Disclosure Statement***

*Under the Financial Services Act we are required to provide you with a Product Disclosure Statement. The Product Disclosure Statement is issued by the Insurer and provides full details of the product/s insured.*

### Duty Of Disclosure

The *Insurance Contracts Act* came into force 1<sup>st</sup> January, 1986 and imposes duties on all parties to an insurance contract.

The Duty of Utmost Good Faith has always been the basis of an insurance contract and is now reinforced by inclusion in the Act, as in Insurable Interest, Duty of Disclosure and Misrepresentation.

The Act regulates the operation of Insurance Contracts (except certain classes of business specifically excluded), with particular emphasis on protecting the rights of consumers.

The Act provides for statutory notice(s) to be given to the Insured under certain circumstances and it is our duty as your broker to keep you aware of the nature and effect of certain provisions of the Act.

### Your Duty of Disclosure

Before you enter into a contract of general insurance with an Insurer, you have a duty under the Act 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 amend, vary or reinstate a contract of general insurance.

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

- that diminishes the risk to be undertaken by the Insurer
- that is of common knowledge
- that your Insurer knows or, in the ordinary course of business ought to know
- 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 their 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.

### Interest of Other Parties

Your policies do not provide insurance cover in respect of the interest of any party(s) not named therein.

### Legal Liability

In respect of this class of insurance, your cover does not extend to any liability you have agreed to accept unless you would have been so liable in the absence of such agreement.

### Limit of Liability

The Insurer's limits of liability shall not exceed the sum insured stated against each item in the Policy.