MARSH

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Accredited Cricket Coaches Insurance Scheme

MARSH & McLENNAN COMPANIES

Contents

- Accredited Cricket Coaches Insurance Scheme 1
  - Coverage summary 1
  - National Club Risk Protection Program 1
  - Who is this insurance for? 1
  - Who is this insurance not for? 2
  - Coaching Examples 2
- Cricket Coaches Application Form 4
  - Public Liability / Professional Indemnity Insurance 4
- Collection Statement Under Privacy Act 1988 7

Accredited Cricket Coaches Insurance Scheme

Coverage summary

- Designed for coaches conducting private coaching outside the traditional club environment
- Available to coaches of all levels (0-3) but likely to be of most benefit to Level 2 and Level 3 coaches

National Club Risk Protection Program

Coaching conducted within the traditional cricket club environment is covered by Australian Cricket's National Club Risk Protection Program (NCRPP). This includes:

- Official traditional summer club coaching, from Juniors through to Premier/Grade cricket
- Official winter club coaching or net sessions
- MILO in2CRICKET or MILO T20 Blast coaching if done within and on behalf of a traditional cricket club (and not at a private centre)

However, for those coaches providing private coaching service outside the traditional club environment, the NCRPP does not apply and it is recommended that they obtain personal liability insurance. The Australian Cricket Accredited Coaches Insurance Scheme (ACCIS), managed by Marsh, provides this insurance.

Who is this insurance for?

Coaches conducting any private coaching, whether paid or unpaid. Even if only providing a small amount of private coaching on an ad-hoc basis, you may be exposing yourself to risk. Players can and do get injured and sometimes, rightly or wrongly, they can attribute their injuries to the acts, negligence or advice of you, their coach. Examples of coaching that are not covered by the NCRPP but would be covered by the ACCIS include:

- Coaches running a private coaching business (on an individual basis, not a multi-employee business)
- Coaches consulting to or contracted by high performance programs (STCA / CA)
- Coaches providing private individual or group coaching:
  - to club players from their regular club, outside the official club training program
  - to club players from other clubs
  - to Premier club players
  - to elite players

What is Public Liability & Professional Indemnity?

Who is this insurance not for?

This insurance is not designed for private coaching businesses, where multiple coaches are employed in the business. Such coaching businesses would need dedicated business insurance that insures them for their activities as a private coaching business.

Public Liability

Provides cover for you if something happens while you are coaching that results in a loss to another person. That person may take legal action against you, stating that it was your negligence that caused their loss.

Example: a ball rears up from the pitch and hits a person in the throat. They are permanently injured and take legal action, stating the coach didn't provide a safe environment as the ball hit a stone on the pitch.

Professional Indemnity

Provides cover for you if you provide advice and injury occurs as a result of that advice.

Example: You are working with a young fast bowler and instruct them to modify their action. They develop stress fractures in their back and take legal action, stating that it was your advice that caused the injury.

In these scenarios, a combined Public Liability / Professional Indemnity insurance policy can protect you financially from the hardships of legal action. Not only will this policy cover the cost of any compensation or penalties you are ordered to pay, they will also cover the legal costs associated with defending any such claims.

Accredited Coaches Insurance Scheme

Coaching Examples

The following examples of coaching are covered by the Accredited Coaches Insurance Scheme.
(Note: none of the examples listed below are covered by the NCRPP).

I am a junior team coach and have been asked to provide extra coaching on a one-on-one basis at the club by one of the team players. This might be paid or unpaid coaching.

A Premier cricket coach asked to assist with coaching at a state training session (either junior or senior). Any coach providing coaching services to a state association or to Cricket Australia for a defined period of time (e.g. a tournament or an overseas tour) and who is not an employee of the state association or Cricket Australia.

I am a representative team coach and have been asked by some players for one-on-one private coaching. The players are from different teams.

A Premier club contracts a coach for their services (paid or unpaid) and the coach runs multiple sessions across multiple clubs.

A private coaching company contracts a coach to provide coaching services to a club or clubs.

An ACA past player being paid by the ACA to conduct coaching sessions for a club, association/regional representative team, Premier club or state junior team.

If you would like more information about Marsh's Accredited Coaches Insurance Scheme please contact Marsh directly on **1300 130 373** or via email at **sport@marsh.com**.

Alternatively to apply for cover now, simply complete this Application Form.

Cricket Coaches Application Form

Public Liability / Professional Indemnity Insurance

PERSONAL DETAILS

Name of Insured:

Trading Name of Business:

Is the Business an Incorporated Entity? Yes ☐ No ☐

ABN/ACN: Coach Accreditation Number:

Postal address:

State: Postcode:

Email: Phone:

ADDITIONAL INFORMATION

Location where activities are undertaken (i .e . home addresss, Orange Reserve etc):

Own a coaching facility? YES ☐ NO ☐ Hire out the equipment? YES ☐ NO ☐

Own the equipment used? YES ☐ NO ☐ Sell goods to the public? YES ☐ NO ☐

Has the Insured entered into any Contractual Agreements? Yes ☐ No ☐

If 'YES', please provide full details

Please provide details of:

The number of participants coached each week	
The number of hours spent coaching each week	
The number of sessions per week	
The maximum coach to participant ratio at any one time	
Duration of each session	
Any overnight camps conducted	
School holiday clinics	
Details of any assistant coaches or other staff	

QUALIFICATION DETAILS

Please provide details of qualifications held by the Insured:

Qualification	Level	Expiry Date

INSURANCE DETAILS

Period of Insurance required: From: ☐ To: ☐

PREVIOUS AND PENDING CLAIMS

a. Have any claims for Liability or Indemnity been made against You (the Applicant) in the last 5 years?

Yes ☐ No ☐

If YES, please provide details below . Please attach additional documentation if there is insufficient space below .

Year	Description	Amount Settled ($)	Amount Outstanding ($)

Have any incidents occurred in the last 5 years that may result in a Liability or Indemnity claims against You (the Applicant)? Yes ☐ No ☐

b. Has any Insurer ever declined, refused to renew or imposed special terms and conditions to any application, renewal or policy held by the Insured?

Yes ☐ No ☐

If YES, please provide details below . Please attach additional documentation if there is insufficient space below .

APPLICANT'S DECLARATION

I, the undersigned, hereby acknowledge and agree that the above statements and details (including personal details) are true and that no material facts have been suppressed or mis-stated . I understand that completion of this form does not bind coverage . Furthermore:

1 . I have read and understood the Important Information contained on Page 4 of this Application Form .

2. I have personally completed all questions on this form OR they have been completed on my behalf by a capable person AND the answers have been checked for fullness and accuracy by me .

3. I agree to the Insurer making enquiries from any third party to verify claims history and other information disclosed herein or statements made by me in making this application .

4 I hereby acknowledge and agree to comply with National and State public health directions (health.gov.au) regarding COVID-19. Failure to adhere to COVID-19 guidelines or agree to will result in a COVID-19 Exclusion applying to the policy.

Applicant's Name ☐

Applicant's Signature ☐ **Date:** ☐

Before signing the Applicant's Declaration, please read the following Important Information carefully. Please advise Marsh if you wish to make any further declarations. By signing the Application Form you are declaring that you have read and understood the following.

PRIVACY

Marsh is committed to the protection of your privacy. Marsh abides by the National Privacy Principles, which set out standards for the collection, use, disclosure and handling of personal information. For a copy of our Privacy Policy please contact Marsh or alternatively, you may access it via our website www.marsh.com/au/financial-services-guide.html

OUR COMMITMENT TO YOU

Our Financial Services Guide (FSG) provides you with a range of information you may need to know about the services of Marsh. We encourage you to read the FSG to better understand important aspects about your relationship with us. For a copy of our FSG please contact Marsh or alternatively, you may access it via our website www.marsh.com/au/financial-services-guide.html

DUTY OF DISCLOSURE

The Insurance Contracts Act 1984 sets out certain duties you must understand before you enter into a contract of general insurance with an insurer. You have a duty to inform the insurer about every matter that you know (or could reasonably be expected to know) is relevant to the insurer's decision to accept the risk and, if so, on what terms. You have the same duty each time you renew, extend, reinstate or vary the policy and throughout the policy period.

Your disclosure requirement under the Insurance Contracts Act 1984 is especially important in matters relating to physical risk (including alteration of risk and new or changed business activities or changed location), past claims, cancellation of insurance covers, imposition of increased premiums, insolvency or criminal convictions. Please make sure you disclose any of these things.

Your disclosure requirement is not limited to specific questions in the insurance proposal or matters applying to you in the policy. It also includes other matters like past businesses or private insurances.

If you breach your duty, even innocently, the insurer may be able to reduce its liability if you make a claim or may even be able to cancel the contract. If the non-disclosure is fraudulent the insurer may also have the option of avoiding the policy from its inception.

If you are in any doubt as the extent of the duty of disclosure or whether a piece of information ought to be disclosed, please contact Marsh directly.

REMUNERATION

Marsh is remunerated by a combination of commission and our broker fee. The commission is paid by the Insurer and is calculated as a percentage of the premium.

MAKING A CLAIM

Please note that the Professional Indemnity section of the policy is written on a Claims Made basis. This means that is only covers claims made against you if you immediately notify the insurer in writing during the period of cover.

It is essential you notify Marsh immediately on 1300 130 373 of any claim or potential claim. This may include an incident that may result in legal action against you. It is also extremely important not to admit liability or discuss the matter with a third party. Marsh claims staff will advise you on what you need to do next.

COVERAGE LIMITS AND PREMIUMS

Public Liability	$20,000,000
Errors & Omissions	$10,000,000
Excess	$500 each and every occurrence

$230 per Coach (plus GST, stamp duty and admin fee)

WHAT NEXT?

Please submit your completed form by selecting one of the options below.

The fastest way to receive your Tax Invoice is to 'Send via Email'.

Marsh will provide you with a Tax Invoice so that you can make payment via Credit Card (online facility), Direct Deposit or Cheque.

If you have any questions when completing this form, please contact **Marsh on 1300 130 373**.

PLEASE SELECT ONE OF THE OPTIONS BELOW: SEND, PRINT OR SAVE

The fastest way to receive a quotation is to **Send** a copy of your completed form to Marsh via email.
Alternatively, please **Print** a copy of this form and post to: Marsh, GPO Box 1229, Melbourne VIC 3000

☐ **I have read and understand the enclosed Important Information and Collection Statement**

Duty of Disclosure

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984 (Cth) to tell us anything that you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms. You have this duty until the contract of insurance is entered into. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

If we ask you questions that are relevant to the insurer's decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions. Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You do not need to tell us anything that: reduces the risk insured, or is common knowledge, or the insurer knows or should know as an insurer; or the insurer waives your duty to tell them about.

If you do not tell us something:

If you do not tell us anything you are required to, the insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both. If your failure to tell us is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

If you are in any doubt as to the extent of the duty of disclosure or whether a piece of information ought to be disclosed, just contact your Marsh Client Risk Adviser.

Marsh Collection Statement

In accordance with the Privacy Act 1988 (Cth) (and subsequent amendments) ('the Privacy Act'), we, Marsh Pty Ltd and our Associated Entities (as that term is defined in the Corporations Act 2001 (Cth)) ('Marsh') draw your attention to the following:

- We may collect personal information about you by means of the enclosed document.
- We are collecting the information principally for the purpose of approaching the (re)insurance market, placing insurance, assessing and advising you on your insurance needs, claims handling or risk management (depending on your requirements). Other purposes include providing you with information about other Marsh products or services and administering payments to you. If you are proposing for or renewing insurance, the information is required pursuant to your duty of disclosure under the Insurance Contracts Act 1984 (Cth), the Marine Insurance Act 1909 (Cth) or at common law.
- The information we collect may be disclosed to third parties including but not limited to (re)insurers, insurance intermediaries, service providers, finance providers, advisers, agents and Marsh's Associated Entities, which are all businesses of Marsh & McLennan group of companies ('MMC').
- Your personal information may be sent to our administrative processing centres in Mumbai (India) or Kuala Lumpur (Malaysia) and to other MMC companies, insurers, reinsurers and other third party service providers (e.g. data storage providers) in the United Kingdom, Singapore, Hong Kong, the United States of America and elsewhere.
- If you provide us with personal information about other individuals, you must ensure that those persons have been made aware of the above matters. Where the information collected relates to health, criminal record or other sensitive information as defined in the Privacy Act, you must obtain it with the individual's consent.
- We will use and disclose your personal information in accordance with our Privacy Policy. By completing this form you confirm that you have read the Marsh Privacy Policy available on our website (www.marsh.com.au) and you authorise and consent to Marsh collecting, holding, using and disclosing any personal information collected by means of the enclosed document in accordance with the terms of the Marsh Privacy Policy, including for the purposes explained in this collection statement above. If there are any inconsistencies between the terms of this collection statement and the terms of the Marsh Privacy Policy, the terms of the Marsh Privacy Policy prevail to the extent of that inconsistency. You may modify or withdraw your consent at any time. If you do not give us consent or subsequently modify or withdraw your consent, we may not be able to provide you with the products or services you want.
- You can contact our Privacy Officer by:

  Email – privacy.australia@marsh.com

  Phone – (02) 8864 7688

  Post – PO Box H176, Australia Square NSW 1215

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