



Football NSW Limited

Associations/Clubs Insurance Handbook

31 October 2022 to 31 October 2023



Building loyal partnerships



Building loyal partnerships

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1 Introduction

The purpose of this manual is to provide information on the **Football NSW Limited** (Football NSW) Insurance Program.

The program includes Group Personal Accident for registered players and non-playing officials including team managers, referees, coaches, committee members, directors, office bearers, administrators, selectors, medical officers, physiotherapists, ambulance officers, voluntary workers and other match officials. The program also includes Public & Product Liability including Professional Indemnity and Management Liability policies. This manual also includes the procedure for making a claim.

The insurance provides a basic level of cover for players, coaches and officials affiliated with Football NSW. The level of benefits will not be adequate for all participants and the individual needs and circumstances of each insured person have not been considered when arranging the insurance. Therefore, **all players, coaches, officials and other insured persons should consider the adequacy of the coverage against their needs and circumstances, and we recommend considering Private Health Insurance, Life Insurance and ‘top up’ cover over and above the cover provided by these insurances.** Gow-Gates Insurance Brokers can assist with ‘top up’ covers and other insurance requirements.

Copies of the current policy wordings are included in the Appendix of this manual, and we request you read these and understand the insurance cover, terms and conditions. If there are any aspects of these policies that you do not understand, please contact Gow-Gates.

Please also refer to the Group Personal Accident 'Product Disclosure Statement and Policy Wording' in the appendix of this manual. This is an important document, and you should read it carefully and contact us should you have any questions regarding it.

Further information can be found on the Gow-Gates sports website for Football [FOOTBALL NSW \(gowgatessport.com.au\)](http://FOOTBALL.NSW(gowgatessport.com.au))

The information shown here (apart from the actual policy documents) is prepared as a guide only and in no way affects, alters, or overrides the Terms, Conditions and Limitations of the Policies that set out the basis of the Insurance. For full details of cover, terms and conditions refer to the policy documents included in the appendix of this manual.

2 Arranging / Administering Insurance Cover

The Football NSW Insurance Programme has been arranged on behalf of all Insured Persons. The programme consists of four sections: Group Personal Accident, Public & Product Liability, Professional Indemnity and Management Liability. The programme extends to include the participating Member States & Territories, affiliated associations and their member clubs, players, and non-playing officials.

The period of insurance for all policies is **31st October 2022 to 31st October 2023**.

All clubs affiliated with Football NSW and their affiliated associations are automatically covered under the programme from their inception date.

It should be noted that all clubs and players must be appropriately registered and affiliated with Football NSW to be insured.

3 Who Is Covered?

The insurance programme defines the **Insured** as:

Football NSW Limited

and all affiliated clubs, branches, associations and their member club and referee branches.

In addition, the programme extends to provide cover to the following **Insureds and Insured Persons**:

- Any appropriately registered player of the Insured, or any other person actively engaged in and appropriately registered for the purpose of officiating or playing Football;
- Officials and/or Co-opted volunteers acting on behalf of the Insured;
- Coaches and Referees; and
- Directors, Officers, Committee Members and Employees.

Please refer to the relevant policy wording for further clarification and definitions of the Insured and Insured Persons under each policy of the programme.

4 Group Personal Accident

Who are the Insured Persons?

All Players and/or non playing officials including team managers, referees, trainers, coaches, masseurs, committee members, directors, office bearers, administrators, employees, executive officers, selectors, ball boys, medical persons, physiotherapists, ambulance officers, voluntary workers and any other match day officials of the Insured(s).

When Is Cover Provided?

Under the **Sports Personal Accident insurance**, cover is provided for Insured Persons whilst:

- a. Playing in official matches sanctioned by The Insured(s)
- b. Official training, trials or practice (including practice matches) sanctioned by The Insured(s)
- c. Engaged in fundraising activities for The Insured(s)
- d. Engaged in administrative or organised social activities of The Insured(s)
- e. Unpaid voluntary activities performed on behalf of The Insured(s)
- f. Travelling directly to or from or between activities described above from the Insured Person's normal place of residence, place of education or place of employment.
- g. all other travel including intrastate, interstate and overseas sanctioned by The Insured(s)

What Benefits Are Covered?

Capital Benefits

This section provides a lump sum benefit to Insured Person's that suffer **permanent injury or death**.

Death cover is limited to \$100,000 (for over 18 years old)

Death and Capital Benefits cover is limited to \$20,000 (for under 18 years old)

The maximum sum insured under this section is \$100,000 (\$750,000 for Paraplegia / Quadriplegia whilst playing / training).

There are percentages payable for various levels of injury as defined resulting in:

The Events	The Compensation
Injury as defined, resulting in:	
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent Paraplegia or Quadriplegia	100%
4. Permanent Total Loss of sight of both eyes	100%
5. Permanent Total Loss of sight of one eye	100%
6. Permanent Total Loss of use of two Limbs	100%
7. Permanent Total Loss of use of one Limb	100%

8.	Permanent Total Loss of the lens of both eyes		100%
9.	Permanent Total Loss of the lens of one eye		50%
10.	Permanent Total Loss of hearing in		
	(a) both ears		75%
	(b) one ear		15%
11.	Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 40% of the entire external body		50%
12.	Permanent Total Loss of use of four Fingers and Thumb of either Hand		70%
13.	Permanent Total Loss of use of four Fingers of either Hand		40%
14.	Permanent Total Loss of use of one Thumb of either Hand		
	(a) both joints		30%
	(b) one joint		15%
15.	Permanent Total Loss of use of Fingers of either Hand		
	(a) three joints		10%
	(b) two joints		7%
	(c) one joint		5%
16.	Permanent Total Loss of use of Toes of either Foot		
	(a) all – one Foot		15%
	(b) great – both joints		5%
	(c) great – one joint		3%
	(d) other than great, each Toe		1%
17.	Loss of at least 50% of all sound and natural teeth, including capped crowned teeth, but excluding first teeth and dentures	Per tooth	1% (to \$10,000 in total for all teeth)
18.	Shortening of leg by at least 5cm		7%
19.	Permanent Partial Disablement not otherwise provided for under Events 8 to 18 inclusive	Such percentage of the Capital Sum Insured which corresponds to the provided for under Events 8 to 18 inclusive percentage reduction in whole bodily function as certified by the Insured Person's treating Doctor , and a Doctor appointed by Us . If the Doctor chosen by Us forms a contrary opinion to that of the Insured Person's treating Doctor , We will seek the opinion of a third independent Doctor who will be appointed by mutual agreement between the parties. In the event of a disagreement between all three (3) Doctors , the percentage reduction in whole bodily function will be the average of the three (3) opinions, subject to the maximum amount We will pay which is seventy five percent (75%) of the Lump Sum Benefit insured.	

Non-Medicare Medical Benefits

Non-Medicare Benefits

This section reimburses up to 100% of the actual **Non-Medicare Medical Expenses** after deduction from any reimbursement by a Private Health Fund OR up to the maximum amount of \$5,000, whichever is the lesser.

Benefit Period (each and every claim)	52 weeks
Excess (each and every claim)	\$50
	Nil if ambulance only and private health insurance applies

Non-Medicare Medical Expenses means:

- Expenses that are not subject to any full or partial Medicare rebate nor are they recoverable by You or the Insured from any other source and are incurred within twelve (12) calendar months of You sustaining Injury.
- They must be paid by You or the Insured on Your behalf and be for treatment certified necessary by legally qualified medical practitioner, to a registered Private Hospital, physiotherapist, chiropractor, osteopath, nurse or similar provider of medical services. In respect of physiotherapy related expenses, these expenses must be medically certificate by a Doctor pr specialist as being necessary after every six (6) visits.

Non-Medicare Medical Expenses do not include any or part of any expenses for which a Medicare benefit is paid or is payable including the balance of monies due to be payable by You after deduction of any Medicare benefit or rebate from the actual expense incurred (commonly known as the "Medicare Gap").

The insurer will not reimburse:

1. any expenses recoverable by You or by the Insured from any other insurance scheme or any plan providing medical or similar coverage or from any other source except for the excess of the amount recoverable from such other insurance/plan or source.
2. any expense to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations made there under apply.
3. More than specified percentage of each claim less all deductions and the Policy excess.
4. Any expense which the Insurer is prohibited by law from paying

Due to the Section 67 of the National Health Act 1953 (as amended) or any of the regulations made there under apply, no cover is provided under this insurance for medical expenses which are payable (whether fully or partly) by Medicare (including the Medicare Gap).

Expenses that are generally **claimable** under this section are:

- Private Hospital Accommodation*
- Ambulance Transport Cost
- Chiropractic

- Dental Services (to sound and natural permanent teeth only, does not include first or milk teeth, dentures, implants and dental fillings)
- Ancillary Medical Procedures
- Theatre Fees in Private Hospital where a Medicare rebate is not available
- Orthotics, Splints and Prosthesis where an Insured Persons Medical Practitioner considers them medically necessary for the treatment of the Bodily Injury
- Hire of Artificial Aids certified as necessary by the Insured's Person's Medical Practitioner
- Physiotherapy Benefits**
- MRI Scan's***

*Emergency Department Private Hospital Admission Fees are payable up to a maximum of **\$375**

**In respect of physiotherapy related expenses, these expenses must be medically certified by a Doctor or Specialist as being necessary after six visits.

***MRI scans are generally claimable through Medicare, however sometimes the referrer and/or provide is not registered with Medicare, and the costs is claimable through the Group Personal Accident insurance.

Examples of expenses that are **not claimable** under this section include:

- Doctors fees
- Surgeon and Surgeon's assistant fees;
- Anaesthetist fees;
- X-Rays;
- MRI Scans***
- Public Hospitals.

***MRI scans are generally claimable through Medicare, however sometimes the referrer and/or provide is not registered with Medicare, and the costs is claimable through the Group Personal Accident insurance.

Loss of Income

Weekly Benefit Maximum 85% of gross income or \$250 x 52 weeks (whichever is the lesser)

Excess 7 days

Accommodation and Transport Expenses

Accommodation and Transport Expenses means actual and reasonable transport and/or accommodation expenses incurred as a result of a Bodily Injury to a Covered Person. Maximum \$1,500.

Funeral Expenses

This section covers Funeral Expenses following compensation payable under Section A – Capital Benefits – Event 1. Maximum \$6,000

Please refer to the Policy Schedule and Policy Wording in the rear of this manual for full details of all benefits provided by the Group Personal Accident policy.

Overseas Cover

The Sports Personal Accident cover and Liability policies extend to cover insured players, coaches and officials whilst overseas as outlined above (the Liability policy excludes **USA and Canada**).

Liability cover is excluded in USA and Canada

Although the Group Personal Accident insurance provides limited cover for players overseas, it is recommended that additional Travel Insurance be effected for all players, coaches and officials to complement the cover provided. Travel Insurance policies generally provide high limits of medical expense cover (the policy limits medical expenses to \$5,000 per injury and does not include coverage for illness) as well as other covers such as baggage, money, loss of deposits, cancellation of travel, emergency assistance and repatriation, etc. If effecting travel insurance separately **it is important the policy does not exclude injuries arising from playing Football.**

Generally, a Travel Insurance policy can be arranged with an insurance company which compliments the existing Sports Personal Accident coverage and does not exclude injuries resulting from Football. Please contact Gow-Gates Insurance Brokers for further information.

Overseas Players

Special consideration should be given to players who are not residents of Australia and playing for your club. Although eligible for claims under the non-Medicare Benefits section of the policy, they may not be entitled to Medicare and could incur substantial medical expenses.

What Injuries are not covered?

The Group Personal Accident policy provides cover for injuries that occur accidentally whilst playing, training, officiating, and administering Football. The policy contains some exclusions. The **Exclusions** under this policy include but are not limited to:

No compensations are payable under this Policy for any Insured Event resulting from Injury:

1. Warm civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
2. The Insured Person engaging in any aerial activity, except as a passenger and not as a pilot or crew member in any aircraft licenced to carry passengers.
3. Intentional self-injury, suicide, or criminal or illegal act of the Insured Person who is the subject of the claim.
4. Pregnancy, childbirth or miscarriage.
5. Sexually transmitted disease or Acquired Immune Deficiency Syndrome (A.I.D.S) disease or Human Immunodeficiency Virus (H.I.V) infection. This Exclusion does not apply to Accidental H.I.V. Infection as described under Special Provisions – Additional Benefits 5. Accidental H.I.V Infection Benefit.
6. Covered by
 - a) Medicare
 - b) Any expenses recoverable from any other insurance scheme or any plan providing medical/physiotherapy or similar coverage or from any other source except for the excess of the amount recoverable from such other insurance/plan or source;
 - c) More than the specified percentage of each claim less all deductions and the Policy excess;
 - d) Any expense which We are prohibited by Law from paying.
7. Any expense to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations made thereunder apply;

5 How to Make a Claim

When one of your players is injured and a claim is to be submitted, the following process should be followed:

Step 1.

A claim can be lodged online here: <https://football.claimsgateway.com/login>

Step 2.

The insured person completes the Online Claims Submission (including the downloadable sections to be completed by your club).

Step 3.

The authorised club office bearer is required to sign and verify details stated on the claim form in the appropriate section of the claim form. Please note that it is the authorised club office bearer's responsibility to ensure that all questions are fully answered, and the claim form is signed.

Step 4.

Upload the signed documents and any claimable receipts in the Online Claims Portal to progress your claim.

All claims for the Loss of Income (Weekly Benefits) Benefit must contain the following information:

- They Physician's Statement will need to be completed by the main doctor, surgeon, or dentist.
- You will need to have your employer complete the Employer's Statement.

6 Public & Product Liability Policy (incl Professional Indemnity)

The Insurance Programme includes a Broadform Liability Policy. This policy has been designed to provide protection for Sporting Bodies, Associations and Clubs. The Broadform Liability Policy incorporates two types of cover;

- Part 1. Public and Products Liability Insurance, and
- Part 2. Professional Indemnity Insurance

Part 1. Public and Products Liability Insurance

When Is Cover Provided?

This policy provides indemnity to the Insured for all amounts which the Insured becomes legally liable to pay as compensation for personal injury, property damage, and/or advertising liability, happening during the period of insurance caused by an occurrence in connection with the Insured's premises or business whilst participating or administering Football subject to the terms, conditions, provisions, exclusions, and limits of liability incorporated in the policy.

The indemnity provided under the policy protects the Association, Club and/or Insured Persons for the legal liability to third parties for:

- Personal Injury
- Property Damage
- Legal Defence Costs following an occurrence under the policy

Whilst actively engaged in all organised activities connected with the sport including responsibilities as landlord, tenants, property owners and organisers of social and fund-raising activities for and on behalf of the Insured(s).

The limits of liability under this policy are as follows;

Part 1. Public and Products Liability		
Cover	Limit of Liability	Excess
Public Liability	\$25,000,000 any one occurrence	Personal Injury – Nil Property Damage - \$1,000 each & every occurrence inclusive of Supplementary Payments
Products Liability	\$25,000,000 any one occurrence an in the aggregate for any one policy period	\$1,000 each & every occurrence inclusive of Supplementary Payments
Advertising Injury	\$25,000,000 any one occurrence	\$1,000 each & every occurrence inclusive of Supplementary Payments

There are limitations and restrictions on any insurance policy, and these are detailed further in the Policy Wordings in the appendix of this manual under Exclusions. We would however like to draw your attention to the following specific limitations and/or exclusions under the Public and Products Liability section of the policy:

a) Specified Activities Exclusion

This Policy does not cover liability in respect of Personal Injury, Property Damage or Advertising Liability arising out of or caused by or in connection with the following activities undertaken by or on behalf of the Insured;

Erection of temporary structures by the Insured.

However, this exclusion shall not apply to the Insured's vicarious liability where the Insured has engaged a third party to erect and dismantle temporary structures. It is further agreed this third party must provide proof of liability insurance.

Temporary Structures means any constructed or erected structure for the purpose of a viewing platform or filming of soccer. Temporary structures does not include any fixed structure

Please be aware that erecting your own temporary scaffolding/viewing platforms for the purpose of recording/watching football is not covered in the event of a claim arising out of third-party injury and/or property damage.

Utilising the services of a third-party entity to provide and erect these structures is covered under the policy for your vicarious liability in the event injury or property damage occurs. You must ensure your club sights and retain a copy of the providers Public and Products Liability Certificate of Currency.

We would recommend the following as good risk management practices:

- Third party providers to hold at least \$20,000,000 Public and Products Liability Insurance
- A clearance zone around any temporary structure, to ensure that in the event of collapse, no other spectators or personnel are within the vicinity.
- Structures to be assessed and tagged at regular intervals to ensure high levels of maintenance and safety.
- Temporary structures are assembled and disassembled frequently and not allowed to stand whilst not in use/required.
- Structures used are designed specifically for use as filming and/or viewing platform.
- Access provided via stair case and not ladders where possible.
- Access should take in to consideration of need to move potentially large equipment up and down for filming purposes.
- Number of persons accessing and using the equipment is kept to a minimum.
- Where feasible, a permanent structure should be considered.

b) Virus Disease and Pandemic Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that the Policy does not insure any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly occasioned by, arising from, caused by, happening through, or in consequence of, or otherwise attributable to any one or more of the following:

1. Coronaviruses
2. Coronavirus disease (COVID-19);
3. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
4. Any mutation of or variation of or evolution of 1), 2) or 3) above;
5. Identification, clean up, detoxification, removal, monitoring or testing for 1), 2), 3) or 4) above;
6. Any infectious or contagious disease that is declared, categorized, or otherwise referred to as a pandemic by either (i) the World Health Organization, or (ii) any governmental public health agency of a country directly affected by the disease, regardless of when the declaration occurred;
7. Any fear, threat or act in anticipation, whether rational or unfounded, of 1), 2), 3), 4), 5) or 6) above.

Except as otherwise provided in this Exclusion, all terms, provisions and conditions of the Policy shall have full force and effect. This means you will not be covered for the cost of a claim brought against you in connection with Coronavirus, COVID-19 and other outbreaks of infectious diseases/pandemics. Therefore, if a participant contracts COVID-19 and decides to sue an insured, the policy will not respond and the claim and/or legal defence costs would fall on the insured

Please note: Clubs and other insured entities have a duty to exercise reasonable care to prevent personal injury and property damage and to comply with all statutory obligations, by-laws, regulations or guidelines imposed by any public authority or governing body in respect of the safety of other persons and property.

It is important to ensure that all training sessions and games comply with the Federal and State laws in place at the time. Providing sufficient hand sanitiser/wipes, ensuring the premises and equipment are cleaned frequently, and adhering to social distancing requirements where possible will assist in the defence of an allegation that someone contracted COVID-19 whilst involved in a sporting activity.

c) Participation by Insured Persons in the Sport of Football (PARTICIPANT LIABILITY);

Please note: The Insured is indemnified in respect of a claim for personal injury or property damage brought by or in respect of a participant competing and/or practising in a covered activity. This insurance does not apply to claims or accidents brought by one participant against another participant for personal injury or property damage occurring whilst competing and/or practicing in a covered activity.

The above restriction does not apply to the Member Federation, Club or Entity named in the Policy Schedule, or the committees thereof, where the injury or property damage was neither known to them or at their direction.

d) Service Providers Service Providers Vicarious Endorsement eg. Fireworks operators, Amusement Ride operators, Caterers etc.)

This Policy does not cover liability in respect of Personal Injury or Property Damage arising out of or caused by or in connection with the Insured's service providers. A service provider means anyone engaged by the Insured to provide goods or perform a service. Service providers include but are not limited to security services, amusement operators, pyro technicians, entertainers, food vendors, stall holders, sound & lighting companies & Contracted Labour but does not include volunteers or the Insured's employees. However, this exclusion shall not apply to the Insured's vicarious liability arising from an act, error or omission of service providers that have provided the Insured with proof of liability insurance.

We always recommend that any third parties engaged to provide any services to your club should have adequate and current insurance in place for both their company and their employees. If evidence of insurance is unable to be provided extreme caution is advised in respect to engaging external companies of any nature so as not to expose the club to an 'uninsured loss' scenario.

e) Construction Limitation

This Policy does not cover Personal Injury or Property Damage arising out of or in any way connected with the construction, erection, alteration, demolition of and/or addition to buildings by or on behalf of the Insured. However, this exclusion shall not apply to the construction, erection, alteration, demolition of and/or addition to buildings by or on behalf of the Insured where the total value of such works does not exceed \$100,000.

When Is Cover Not Provided?

Exclusions include but are not limited to claims arising:

- In respect to occurrences in North America (Definition includes United States of America and/or Canada). It should be noted that cover provided for the Insured in North America only applies to *overseas business visits by any of the Insured's directors, partners, officers, executives or employees but not where they perform manual work in North America.*
- Liabilities assumed under a contract other than a contract for lease or hire of real or personal property other than a provision which requires an indemnity in respect of the subject matter of the lease or hire agreement.
- Liabilities arising out of or in any way connected with the construction, erection, alteration, demolition of and/or addition to buildings by or on behalf of the Insured except where the total value of such works does not exceed \$100,000. Please contact Gow-Gates Insurance Brokers if you or your club is considering works exceeding this amount.
- Liabilities arising out of or caused by or in connection with:
 - The human immune deficiency virus (HIV) or any mutation, derivation or variation thereof.
 - Any HIV related illness including but not limited to acquired immune deficiency syndrome (AIDS) or any mutation, derivation or variation thereof.

Please refer to the full list of exclusions within the policy schedule and policy wording in the appendix of this manual.

Part 2. Professional Indemnity Insurance

When is Cover Provided?

This policy provides coverage for the Insured's legal liability to pay compensation or damages for personal injury and/or property damage resulting from a breach of professional duty in the sport of Football by reason of an act, error or omission committed or alleged to have been committed in connection with the Insured's Football activities.

Insured Persons are protected whilst administering, officiating, refereeing or coaching on behalf of the Association or Club.

Part 2. Professional Indemnity		
Cover	Limit of Liability	Excess
Professional Indemnity	\$5,000,000 any one occurrence and \$10,000,000 in the aggregate any one period	\$1,000 each & every occurrence inclusive of Supplementary Payments

When Is Cover Not Provided?

The exclusions and limitations under this part of the policy include but are not limited to:

- Liabilities arising from claims occurring within North America (including USA and/or Canada)
- Known Circumstances that are not notified to the insurer during the policy period
- Actions prior to the Retroactive Date – This insurance may be limited by a retroactive date which is stated below and in the schedule. The policy does not cover any claim arising from actual or alleged act, error, omission or conduct occurring prior to such retroactive date. Please refer to the policy schedule in the appendix of this manual for each Member Federations respective Retroactive Date.
- Liabilities arising from or in connection with advice, consultancy, specification, supervision or other Professional Duty given or undertaken by the Insured not in relation to Football Activities.

It must be noted that the Professional Indemnity policy is a **claims made policy**. This means that the policy indemnifies for claims first made against you and notified to the Insurer during the period of insurance. It is therefore extremely important that notification is given immediately to Gow-Gates Insurance Brokers Pty Limited or the Insurer as soon as you are aware of any circumstance that may lead to a claim.

Please refer to the full list of exclusions within the policy schedule and policy wordings and “Breach of Professional Duty Extension” in the appendix of this manual

7 Management Liability (Directors & Officers)

When Is Cover Provided?

Football NSW's Insurance Programme includes a Management Liability policy. The Management Liability section has been designed to provide protection for your directors, executive officers, committee members, officeholders 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.

The cover protects the Club against legal actions or civil proceedings made against the Club or its officials for any wrongful act, employment breach and/or employee fraud that is notified to the insurer during the period of insurance.

Policy Limit: **\$5,000,000 Combined Limit**

Incidents and events that are covered by this policy include:

Coverage Parts:	Limit of Liability	Excess
Directors & Officers Liability/ Company Reimbursement	\$5,000,000	Nil/\$5,000
Employment Practices Liability	\$5,000,000	\$25,000
Statutory Liability	\$2,000,000	\$20,000
Company Liability	\$5,000,000	\$20,000
Crime Loss	\$500,000	\$20,000
Tax Audit Costs	\$500,000	\$1,000

Please refer to the full list of sub limit, deductibles and exclusions within the policy schedule and policy wording contained as an appendix to this manual.

Cover Is Provided

Anywhere in the world excluding United States of America and Canada.

Examples of the cover provided to the insured includes:

Directors & Officers Liability (covering the individual Directors, Officers and Committee Members)

A Club Committee member writes a defamatory remark regarding an opposing Club's coach in the newsletter. The opposing coach sues the offending official for damages. The damages and the defence costs for the Official are covered (subject to the limits of indemnity provided under the policy).

Employment Practices Liability (covering Football NSW, Affiliated Associations and Clubs)

A club dismisses their first-grade coach. The coach alleges that their severance package was not complete and takes the club to Fair Work Australia. Defence costs and damages payable by the club are covered (however if the club had erred in its calculation, the amount that they should have paid originally can't be claimed, only the damages and defence costs awarded).

Company Liability (covering Football NSW, Affiliated Associations and Clubs)

In the above example of defamation, if the opposing coach also sued the Club, the damages and defence costs for the Club are covered under this section.

Crime Loss (covering Football NSW, Affiliated Associations and Clubs)

A club treasurer embezzles \$100,000 from their club by misappropriating the membership fees. The investigation costs (up to \$100,000) and the lost club funds (up to \$250,000) can be claimed. However, the Crime Loss section is subject to the following clause 3k within the policy.

*This extension shall not cover Crime Loss arising out of, or in any way related to only one individual's signature or authorisation being required to validly sign cheques, issue electronic funds transfer, prepare cheque requisitions, handle bank deposits, reconcile bank statements, or refund monies in excess of \$1,000.00 in value **without the independent review and approval from at least one other person of equal seniority who must examine the supporting vouchers or requisitions or verify the transaction;***

You must provide adequate proof to substantiate a Claim with relevant evidence of a Crime Loss.

This includes but is not limited to the following:

- a. adequate proof of the quantum of Crime Loss;
- b. all facts attributable to the Crime Loss, including but not limited to the perpetrators and other relevant parties, any CCTV footage or witness statements, activities that lead to the Crime Loss, and period of time such activities have been evident;
- c. highlighting security or control weakness and discussion around how these weaknesses will be addressed;
- d. all supporting documentation and pertinent date and records.

When Is Cover Not Provided?

The **exclusions** and **limitations** under this part of the policy include but are not limited to:

- a) Known Circumstances that are not notified to the insurer during the policy period**
- b) Specific Matters Exclusion**

It is declared and agreed the insurer will not be liable for any Loss arising out of any Claim, or for Defence Costs incurred in respect of the use (or alleged use) by any person of a performance enhancing substance or a substance banned by the Australian Sports Drug Agency and/or World Anti-Doping Agency.

c) 'Insured Versus Insured'

It is declared and agreed that Coverage Part 4 Company Liability, e) Exclusions, 12. Your People is deleted and replaced with the following:

12. Insured versus Insured

- a) brought or maintained by or on behalf of Your Company or Your People; or
- b) arising out of or connected with an Employment Related Wrongful Act.

In all other respects the Policy remains unaltered

d) Molestation Exclusion

The insurer will not be liable for Loss arising directly or indirectly out of any of the following:

- (i) any Molestation of a person committed by or on behalf of the Insured; or
- (ii) where any Molestation arises from any failure in the Insured or the Insured's: systems, procedures, work practices, monitoring, reference checking, premises, staffing levels, failure to heed warnings, or any other shortcomings in management; or
- (iii) any physical or mental injury, shock or psychiatric injury occasioned to any individual directly or indirectly as result of the Molestation of a person; or
- (iv) any criminal or civil proceedings or any inquiry arising from Molestation of a person; or
- (v) any allegations in relation to (a) to (d) above, whether or not true; or
- (vi) any economic or consequential loss of any kind arising from any of the matters in (a) to (e) above.

"Molestation" means assault, malicious wounding, murder, sexual interference, sexual assault, or the commission of a sexual offence in all cases regardless of the consent of the individual molested.

e) Insolvency

The insurer will not be liable for Loss in respect of any Claim:

arising directly or indirectly out of, or attributable to or in consequence of the Financial Impairment, bankruptcy, insolvency, receivership or administration of Your Company, any Associated Company, Non Profit Entity or other entity for which Outside Positions cover is confirmed in the Policy Schedule. However, this exclusion shall not apply under Coverage Part 1 – Directors & Officers Liability/Company Reimbursement c) Automatic Extension 4. Directors Tax Liability

f) Insured Verses Insured – CP1

It is agreed and declared that Exclusion d) 4. Under Coverage Part 1, is deleted and replaced with the following:

4. Insured versus insured

Arising out of or instigated against Your People by:

- i) any other of Your People; or
- ii) Your Company, our People; or

provided that this exclusion shall not apply to:

- a) any Claim in relation to Employment Related Wrongful Act; or

- b) any Claim brought by Your People solely for a contribution or indemnity in respect of a Claim brought against any other of Your People and which is otherwise covered under another Coverage Part of this Policy; or
 - c) any Claim brought in Your name by a liquidator, administrator, or receiver or manager, provided that such Claim is not solicited or assisted by any of Your People; or
 - d) any Claim brought in Your name by a liquidator, administrator, or receiver or manager, provided that such Claim is not solicited or assisted by any of Your People; or
 - e) any Claim brought in Your name (which is not brought in a manner referred to in c) or d) above), however for such Claims, the Excess shall be greater of the Excess' amount noted under 'Item 9, Coverage Part 1 Directors & Officers Liability' of the Schedule and \$50,000.
- In all other respects the Policy remains unaltered.

IMPORTANT NOTE: CLAIMS-MADE AND NOTIFIED INSURANCE

This policy contains coverage on a claims-made and notified basis. This means that this policy only covers Claims (as defined) first made against you during the Policy Period (as defined) and notified to the insurer in writing during the Policy Period. This policy does not provide cover for any Claims made against you during the Policy Period if at any time prior to the commencement of the Policy Period you became aware of facts which might give rise to those Claims being made against you.

Section 40(3) of the Insurance Contracts Act 1984 provides that where you gave notice in writing to the insurer of facts that might give rise to a Claim against you as soon as was reasonably practicable after you became aware of those facts but during the Policy Period, the insurer cannot refuse to pay a Claim which arises out of those facts, when made, because it was made after the Policy Period had expired.

This policy does not cover Claims arising out of, based upon or attributable to any:

- a. facts alleged or the same or related acts, errors or omissions alleged or contained in any Claim which has or should have been notified or in any circumstances of which notice has or should have been given under any policy of which this policy is a renewal or replacement or which it may succeed in time; or
- b. any pending or prior civil, criminal, administrative or regulatory proceeding, investigation, arbitration or adjudication as of the Continuity Date (as defined) or alleging or deriving from the same or essentially the same facts as alleged in such actions.

It is therefore important that notification is given immediately to Gow-Gates Insurance Brokers Pty Limited or the Insurer as soon as you are aware of a claim or any circumstance that may lead to a claim.

8 Important Information

How to Make a Claim

1. Public and Products Liability
2. Professional Indemnity
3. Management Liability

If you know of an incident that may give rise to a claim under the **Liability policies**, please notify Gow-Gates Insurance Brokers **immediately**.

Do not admit liability – this is a condition of your policy, as it is with most types of insurances, and will be handled by the insurers and their legal representatives.

Download the Claim Form [Lodgement of Claims – FOOTBALL NSW \(gowgatesport.com.au\)](#) and complete all section of the forma and email completed claim form to football@gowgatescom.au
Gow-Gates will confirm receipt of your claim form or contact you should they require more information.

Special Notes:

The Professional Indemnity and Management Liability sections of the policies are **Claims-made and notified policies**. This means that the policies will respond to:

- (i) Claims first made against you and reported to the Insurer during the Period of Insurance.
- (ii) Any circumstances of which you become aware during the Period of Insurance which could give rise to a future claim provided you informed the Insurer in writing as soon as practicable, within the Period of Insurance, of such circumstance.

The Policy will not cover you for Liability resulting from any claim, matter, occurrence or circumstance arising from any act, error or omission committed or alleged to have been committed:

- (i) prior to retroactive date, if any, specified in the respective policy Schedule.
- (ii) of which you were aware before the commencement of the Insurance.

Do not appoint your own legal representative without speaking to Gow-Gates or without Insurer approval.

You must advise the Insurer immediately you become aware of a circumstance which could result in a claim under this policy in the future.

Download the Claim Form [Lodgement of Claims – FOOTBALL NSW \(gowgatesport.com.au\)](#) and complete all section of the forma and email completed claim form to football@gowgatescom.au
Gow-Gates will confirm receipt of your claim form or contact you should they require more information.

Who Can I Talk To About An Issue Or Complaint?

Under the following policies underwritten by AIG Australia Limited or SLE Worldwide Australia Pty Limited:

Personal Accident Insurance

- First talk to Gow-Gates Insurance Brokers for the matter to be raised with the insurer. Ask for the Gow-Gates Sports Claims Manager.
- If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should write to:

The Complaints Team
AIG Australia Limited
Level 13,717 Bourke Street Docklands VC 3008
Email: aucomplaints@aig.com

Public and Products Liability and Professional Indemnity Insurance

- First talk to Gow-Gates Insurance Brokers for the matter to be raised with the insurer. Ask for the Gow-Gates Sports Claims Manager.
- If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should write to:

SLE Worldwide Australia Pty Limited
Level 11, 56 Clarence Street Sydney NSW 2000
Or by Telephone: 02 9249 4850

Management Liability

- First talk to Gow-Gates Insurance Brokers for the matter to be raised with the insurer. Ask for the
- If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should write to:

Insurance Australia Limited
GPO Box 244 Sydney NSW 2001
Or by Telephone: 02 8661 8016

Certificates of Currency

Under the Insurance programme your club is covered for Public & Product Liability insurance for an amount of \$25,000,000.

You can download a copy of your Certificate of Currency on our website by selecting the “Certificate of Currency” tab. Any issues or if you do not have access to the internet, please contact our office:

Website - [FOOTBALL NSW \(gowgatessport.com.au\)](http://FOOTBALL NSW (gowgatessport.com.au))
Email – football@gowgates.com.au
Phone – (02) 8267 9999 or 1300 469 428 toll free

Other Insurance Requirements

The cover provided under the program is not “comprehensive” and Football NSW encourage all players and officials to take out Private Health Insurance, Life Insurance, ‘top up’ insurance and any other insurance over and above the coverage provided by this programme to suit their individual needs and circumstance. There are a number of other insurances that the club should consider a summary of some follow:

Top Up Insurance

Participants can choose to purchase Loss of Income Top Up Coverage to a maximum of \$500. Please refer to the Top Up Section at <https://football-top-up.rfgateway.com.au/> for full benefits and limits, and further specific information.

Workers Compensation

All states of Australia require employers to hold Workers Compensation insurance for workers (as defined under the various state acts). If you are paying persons for work performed, they may be a ‘deemed worker’ under the legislation and you will be required to hold a Workers Compensation Insurance policy.

In regard to remunerated players generally they will be exempt from the various state workers compensation systems however different rules apply for different states and as such we suggest that you refer to your Member Federation for guidance.

Travel Insurance

Travel Insurance is designed for people that require Travel Insurance coverage either themselves, family & travel companions or in the case of sport, travelling teams while travelling domestically or internationally. The policy provides cover for cancellation charges, medical expenses, additional accommodation expenses, loss of personal baggage etc. It is important that the insurer you choose does not exclude claims arising from participation in your sport. Please contact Gow-Gates Insurance Brokers for details of this insurance that includes cover for an accident as a result of participating in your sport.

Property Insurance

- a) Is it time you reviewed your Football Clubs property insurance?
- b) Are your club assets adequately protected?

Insurance can be arranged for club property and money against fire, burglary, malicious damage, storm and other events. Please contact our office to discuss your options and ensure adequate protection. Gow-Gates have recently partnered with a reputable insurance company to develop a competitive product for Football Clubs which includes coverage for your:

- a. Clubhouse, changing rooms and toilets
- b. Training and Game Day Equipment (Tackling Bags, Goal Posts, Line Markers etc)
- c. Electronic Scoreboards and Signage
- d. Canteen/Bar Stock
- e. Club Uniforms, Jerseys and other apparel
- f. Kitchen Equipment (BBQ’s, Pie Warmers, Fridges)

Simply complete the Sports Property Insurance Form [Gow-Gates SPO015 Sports-Property-Information 2021.pdf](#) (gowgatesport.com.au) or alternately contact our office to discuss your options and ensure adequate protection.

Should you have any inquiries regarding these insurances please do not hesitate to call Gow-Gates Insurance Brokers on 1300 469 428 and ask for the Sports Team.

Contact Details

Claims

Online Claims Portal - please contact Gow-Gates Insurance Brokers via;

Website: [Online Claims Portal](#)

Email: football@gowgates.com.au

Phone: (02) 8267 9999 or 1300 469 428 (toll free)

Sports Personal Accident Online Claim Submission and Status of a Claim

Link: [Online Claims Portal](#)

Completed Claim Forms and other Claims Documentation

Upload to the Online Claims Portal or send to Gow-Gates Insurance Brokers Pty Ltd:

Email: sportclaims@gowgates.com.au

Phone: (02) 8267 9999 or 1300 469 428 (toll free)

Mail: Gow-Gates Insurance Brokers Pty Ltd
GPO Box 4731, Sydney NSW 2001

General Enquiries

Please direct all general inquiries to Gow-Gates Insurance Brokers:

Phone: (02) 8267 9999 or 1300 469 428 (toll free)

Fax: (02) 8267 9998

E-mail: football@gowgates.com.au

Postal: GPO Box 4731, Sydney NSW 2001

Street: Level 8, 491 Kent Street, Sydney NSW 2000

Contacts: Ask for the Football Sports Insurance Team

Website: www.gowgates.com.au

Please refer to the Gow-Gates Insurance Brokers' website to view our Financial Services Guide:

[Financial Services Guide and Code of Practice \(gowgates.com.au\)](#)

9 Appendix – Insurance Policy Documents

Policy Schedule



Group Personal Accident & Illness





Policy Number: 2200104834

Named Insured: FOOTBALL NSW LIMITED, including all affiliated clubs, branches and associations (and their member clubs), referees branches and Futsal centres

Policy Period: **From:** 31 Oct 2022 (at 4.00pm. Local Standard Time)
To: 31 Oct 2023 (at 4.00pm. Local Standard Time)

Broker: Gow Gates Insurance Brokers Pty Ltd (Sydney)

Territorial Limit: WorldWide

GROUP INJURY & SICKNESS

Premium	As Agreed
GST	As Agreed
Stamp Duty	As Agreed
TOTAL	As Agreed

The Annual Premium of this Policy is an Agreed Premium.

Insured Person(s): All players and/or non playing officials including team managers, referees, trainers, coaches, masseurs, committee members, directors, office bearers, administrators, employees, executive officers, selectors, ball boys, medical persons, physiotherapists, ambulance officers, voluntary workers and other match day officials of the Insured(s).

Scope of Cover: Cover applies twenty four (24) hours per day whilst the Insured Persons is engaged in the following activities:

- (a) Playing in official matches sanctioned by The Insured(s)
- (b) Official training, trials or practice (including practice matches) sanctioned by The Insured(s)
- (c) Engaged in fundraising activities for The Insured(s)
- (d) Engaged in administrative or organised social activities of The Insured(s)
- (e) Unpaid voluntary activities performed on behalf of The Insured(s)
- (f) Travelling directly to or from or between activities described above from the Insured Person's normal place of residence, place of education or place of employment.
- (g) all other travel including intrastate, interstate and overseas sanctioned by The Insured(s)

Age Limitation: Up to 90 years of age.

Aggregate Limit of Liability: (Special Provisions - Number 7)

Any Policy period except non schedule flights (a)	\$5,000,000
Any Policy period relating to non schedule flights (b)	NIL

The compensation applicable under each section for each insured person:

Section A: DEATH & CAPITAL BENEFITS, Events 1-2, 4-16, 18-19	\$100,000 (\$20,000 for under 18 years old)
DEATH & CAPITAL BENEFITS, Event 3	\$250,000
Section B: WEEKLY INJURY BENEFITS, Event 20	85% of Income to a maximum of \$250
	Aggregate Period 52 Weeks
	Elimination Period 7 Days
• Events 21 (a) & (b) apply if an amount is shown against Event 20	
Section C: WEEKLY SICKNESS BENEFITS, Event 22	Not Included



Section D: AIG CARE PLUS BENEFITS

1. Lump Sum Overseas Surgical Benefits For Injury		Not Included
Brain Surgery		
Amputation of a Limb		
Fracture of a Limb Requiring Open Reduction		
Any other Surgical procedure performed under general anaesthetic		
2. Lump Sum Overseas Surgical Benefits For Sickness		Not Included
Open Heart Surgery		
Brain Surgery		
Abdominal Surgery performed under general anaesthetic		
Any other Surgical procedure performed under general anaesthetic		
3. Broken Bones		Not Included
4. Guaranteed Payment Benefit (conditions apply)		Not Included
5. Loss of Teeth Benefit		Not Included
6. Accommodation and Transport Expense Benefit		Up to \$1,500
7. Coma Benefit		Not Included
8. Domestic Help Benefit (maximum 52 weeks)	100% of the cost of Domestic Help up to a maximum of \$250 per week with 7 days Elimination Period	
9. Education Fund Benefit		Not Included
10. Funeral Expense Benefit		Up to \$6,000
11. Independent Financial Advice Benefit		Not Included
12. Executor Emergency Cash Advance		Not Included
13. Home/Vehicle Modification Benefit	100% of the cost of renovations to a maximum of \$10,000	
14. Premature Birth/Miscarriage Benefit		Not Included
15. Spouse/Partner Employment Training Benefit		Not Included
16. Student Tutorial Benefit (maximum 52 weeks)	100% of the cost of Student Tutorial Expenses up to a maximum of \$250 per week with 7 days Elimination Period	
17. Unexpired Membership Benefit		\$500
18. Chauffer Benefit		Not Included
19. Childcare Benefit (maximum 26 weeks)		Not Included
20. Corporate Image Protection		Not Included
21. Replacement Staff/Recruitment Costs		Not Included
22. Visitors Benefit		Not Included
23. Overseas Bed Care Benefit (maximum 52 weeks)		Up to \$300 per week
24. Rehabilitation Costs (maximum of 6 months)		Up to a maximum of \$3,500 per month
25. Escalation of Claim		Not Included
26. a. Spouse		Not Included
b. Dependant Children		Not Included
27. Accidental HIV Infection		Not Included

If no amount is inserted against any one or more of the above Sections, this Policy does not provide cover under that Section or Sections.

Note: Weekly Benefits are reduced by Workers Compensation

Policy Wording: Group Personal Accident & Illness AH610.9 PDS JM09/00064.8



Endorsements:

Aggregate Deductible

It is hereby noted and agreed that an aggregate deductible of \$2,574,455.00 applies to this Policy. We shall not be liable for any claims payments unless the aforementioned aggregate deductible of \$2,574,455.00 has been exhausted during the Policy Period.
In all other respects this Policy shall remain unaltered.

Insured Persons who are non-residents of Australia

Non-residents of Australia who are registered members with a member club, are covered by the Policy subject to the following conditions:

1. Non-Medicare Medical Expenses will only be reimbursed, subject to the Policy benefit limit stated in the Policy Schedule where the expense is not a Medicare item, or for expenses that would have attracted a Medicare rebate if the Insured Persons were an Australian resident.
2. All benefits will cease if the Insured Person leaves Australia.

In all other respects this Policy shall remain unaltered.

Special Events Cover

A framework is required to manage the process of extending the programme to provide cover, on a one off basis, as required by FFA or Member Federations and their affiliated Associations and/or Clubs. Covers are required to be extended for players or teams to whom cover is not automatically granted. The covers are required to have the capacity to include tournaments where overseas touring teams participate, corporate events, charity matches and composite teams. Covers will only be required to be extended when the event is sanctioned by FFA or a Member Federation.

In all other respects this Policy shall remain unaltered.

Section D - AIG Care Plus Benefits

It is hereby noted and declared the following benefit is added to the Policy under Section D: Out of Pocket Expenses.

If during the Policy Period and whilst the person is an Insured Person, the Insured Person sustains a Bodily Injury which directly results in otherwise unforeseeable expenses for Medical Aids, local transportation (other than in an ambulance) for the purpose of seeking medical treatment, and other non-medical expenses such as clothing and non-medical equipment, We will pay the actual and reasonable costs incurred up to a maximum of \$1,500, provided that those costs are not insured elsewhere under this Policy, or an expense to which the following applies:

We will not pay benefits with respect to any loss, damage, liability, Event, Injury or Sickness which directly or indirectly would result in Our contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), Private Health Insurance (Health Insurance Business) Rules as updated from time to time, or National Health Act 1953 (Cth) or any amendment to, or consolidation or re-enactment of, those Acts.

In all other respects this Policy shall remain unaltered.

General Exclusions - 7.0

It is hereby noted and agreed that the following under General Exclusions has been removed in its entirety.

7.0 Training for or participating as a professional in any sport.

In all other respects this Policy shall remain unaltered.

Additional Exclusions: NIL

Authorised Signatory

AIG Australia Limited ABN 93 004 727 753 AFSL 381686

#####



American International Group, Inc. (AIG) is a leading global organisation. Building on 100 years of experience, today AIG member companies provide a wide range of property casualty insurance, life insurance, retirement products, and other financial services to customers in more than 80 countries and jurisdictions. These diverse offerings include products and services that help businesses and individuals protect their assets, manage risks and provide for retirement security. AIG common stock is listed on the New York Stock Exchange.

Additional information about AIG can be found at www.aig.com | YouTube: www.youtube.com/aig | Twitter: @AIG_LatestNews | LinkedIn: <http://www.linkedin.com/company/aig>

AIG is the marketing name for the worldwide property-casualty, life and retirement, and general insurance operations of American International Group, Inc. For additional information, please visit Our website at www.aig.com.au. All products and services are written or provided by subsidiaries or affiliates of American International Group, Inc. In Australia, insurance products are issued by AIG Australia Limited ABN 93 004 727 753, AFSL 381686. Products or services may not be available in all countries, and coverage is subject to actual policy language. Non-insurance products and services may be provided by independent third parties. Certain property-casualty coverages may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds, and insureds are therefore not protected by such funds.

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Head Office
NEW SOUTH WALES
Level 19, 2 Park Street
Sydney, NSW 2000, Australia
General customer service
Tel: +61 2 9240 1711



Group Personal Accident & Illness Insurance

Endorsement

Policy Number:

Insured:

Effective Date:

Notwithstanding anything contained in the Group Personal Accident & Illness Insurance "Policy" to the contrary, the policy is amended as follows:

In all other respects this Policy remains unaltered.

Extra Premium \$

GST \$

Stamp Duty \$

Total \$

Date of issue:

Broker:

Per: 
AIG Australia Limited

Head Office

Sydney Level 19, 2 Park Street Sydney NSW 2000 Australia
GPO Box 9933 Sydney NSW 2001 Australia
Melbourne GPO Box 9933 Melbourne VIC 3001 Australia
Brisbane GPO Box 9933 Brisbane QLD 4001 Australia
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F 1300 634 940
International T +61 3 9522 4000
F +61 3 9522 4645
www.aig.com.au

Accident & Health



Group Personal Accident & Illness

Combined Product Disclosure Statement and Policy Wording



Contents

How is Your insurance arranged?

This insurance is issued/insured by:

AIG Australia Limited (AIG)

ABN 93 004 727 753, AFSL 381686

Level 13, 717 Bourke Street, Docklands Vic 3008

AIG Australia Limited issues/insures this product pursuant to an Australian Financial Services Licence ('AFSL') granted to us by the Australian Securities and Investments Commission.

AIG Australia prepared this **Product Disclosure Statement**.

Retail Clients

Under our AFSL we are required to provide 'Retail Clients' with a Product Disclosure Statement. A Retail Client means an individual or small business.

'Small business' means a business employing less than

- (a) if the business is or includes the manufacture of goods – 100 people; or
- (b) otherwise 20 people.

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This document contains Your Insurance Policy Terms, Provisos, Exclusions and Conditions. It is important that You read and understand it and retain it in a safe place.

Date prepared: 10th September 2021

PDS JM 09/00064.8

Product Disclosure Statement ('PDS')

Target Market Determinations (TMDs)

From 5 October 2021, AIG Australia Limited (AIG) is required to have Target Market Determinations for its retail client insurance products in accordance with the *Treasury Laws Amendment (Design and Distribution Obligations and Product Intervention Powers) Act 2019*.

What is a TMD?

A TMD is a document created by AIG which seeks to offer customers, distributors and staff with an understanding of the class of customers for which the product has been designed and sets out:

- who is in the target market and who the product is not designed for;
- any distribution conditions and restrictions for the product;
- review periods and events that may trigger a review of the TMD; and
- reporting obligations for AIG's distributors.

The TMD is not intended and should not be treated as a full summary of the product's terms and conditions and is not intended to provide financial advice. Customers must refer to the Product Disclosure Statement (PDS) and any supplementary disclosure documents for the terms and conditions of the product when making a decision to acquire the product.

TMD's for all AIG retail products are available on AIG's website at www.aig.com.au/tmd.

AIG is committed to offering high quality insurance products to meet our customer needs and which offer real value. AIG achieves this by taking a consumer-centric approach when designing and distributing our products.

The **Product Disclosure Statement ('PDS')** contains information about key benefits and significant features of this Group Individual Injury and Sickness Insurance.

The purpose of the PDS is to assist **Your** purchasing decision and ability to compare this product with other insurance. This document also contains important information about **Your** rights and obligations including Cooling Off and the Duty of Disclosure.

The terms and conditions of **Your** insurance are contained in the **Policy Wording**.

Details about the product issuer can be found on the inside cover of this document under **'How this group insurance is arranged'**.

Key Benefits of Your Policy

You can select various cover options against a range of Events including:

- **Injury** (as defined) resulting in Death, **Permanent Total Disablement** and specified **Permanent Total Loss** (refer to **Section A** under **Table of Events** in the **Policy Wording**);
- Weekly Injury Benefit for **Injury** resulting in **Temporary Partial Disablement** or **Temporary Total Disablement** (refer to **Section B** under **Table of Events** in the **Policy Wording**);
- Weekly Sickness Benefit, for **Sickness** (as defined) causing **Temporary Partial or Total Disablement** (refer to **Section C** under **Table of Events** in the **Policy Wording**);

- AIG Care Plus benefits may be available under Section D of the policy, these enhanced benefits supplement the Compensation under Sections A, B or C.

Details of the key benefits for all sections of cover are contained in the **Policy Wording** under the **Table of Events**.

Cover for each of the above is subject to acceptance of the risk by the issuer/insurer. Cover is limited to the benefits and maximum sums insured listed in the Policy Schedule and is subject to the terms, conditions and exclusions in the **Policy Wording**.

Important Information

Please read the **Policy Wording** carefully for full details about lodging a claim, when benefits are payable, and the terms and conditions that apply to this insurance. Take special note of the following:

1. The **Policy Wording** contains a **Definitions** section on **page 6** and **Conditions** that apply to this insurance at **page 10**.
2. **Special Provisions** apply to this **Policy Wording** that may impact upon the Compensation payable. It is important that **You** carefully read the sections of the **Policy Wording** titled **'Special Provisions'** and **'Special Provisions – Additional Benefits'** on **pages 8** and **9** of the **Policy Wording**.
3. There are some circumstances where cover cannot be provided. These are covered in the **Policy Wording**. Please take special note of the **Exclusions** applicable to all sections of the policy listed on **page 8** of the **Policy Wording**.
4. **Aggregate limits** and aggregate or **Elimination Periods** may apply to one or more of the sections of cover selected. Details are provided in the **Policy Wording**. Where applicable these will be shown on the Policy Schedule.
5. **Age limits** may apply to this policy. **We** will not be liable for any Event which happens to an **Insured Person** unless at the date of the Event they are between the ages set out in the Policy Schedule.
6. This policy does not apply to any Event arising directly or indirectly out of pregnancy, childbirth or miscarriage.
7. This **PDS** and **Policy Wording** also contains important information about the rights and obligations of **Insured Persons** including information about Privacy, the Duty of Disclosure and General Insurance Code of Practice.
8. If **You** or an **Insured Person** has received or are entitled to receive any Compensation under statute occupation or another insurance, the Compensation payable to **You** might be reduced. Please refer **Special Provisions** for more details.

Costs

Premiums are calculated on an individual application basis. Some of the factors taken into account in calculating the premium include:

- the level and range of cover options selected;
- applicable endorsements;
- elimination/aggregate periods;
- the number of **Insured Persons**;
- age and class of occupation.

The premium for this policy may vary during the **Policy Period** if the product issuer/insurer is advised of a change in the above which affects the **Insured Person's** cover, for example a change in:

- occupation; or
- sum(s) insured.

The premium amount will be shown on **Your** Policy Schedule. Government charges such as Stamp Duty and GST will be shown separately on the Policy Schedule.

You may be entitled to claim a tax deduction for the premium paid under this policy. Please check with **Your** tax accountant or the Australian Taxation Office for further information.

Elimination and Aggregate Periods

An **Elimination Period** is a period under the policy for which no Compensation is payable. Different **Elimination Periods** apply to particular Events covered under this policy. Details will be shown in the Policy Schedule.

An **Aggregate Period** is the maximum amount of time for which benefits will be payable (generally up to a maximum of 104 weeks for **Sections B** and **C**). Different **Aggregate Periods** may apply based on application details and acceptance. Such periods will be shown in the Policy Schedule.

Cooling Off Period

If, **You** are a retail client and after reading the Policy, **You** are not satisfied with the cover, **You** may return the Policy within 15 days of receiving it, and obtain a full refund less any non-refundable government charges and taxes that **We** have paid. **You** may notify **Us** in writing or electronically.

If **You** make a claim for any incident within the 15-day period, no cooling off period is permitted.

If the Policy is for an event that will finish within the 15 days cooling off period, **You** can only exercise **Your** right to cancel before the event starts.

How to Make a Claim

Information on claims can be found under the section titled '**Conditions**' in the **Policy Wording**. Please read this carefully.

Claims need to be submitted with supporting documentation reasonably required by **Us** in relation to the claim such as **Doctor's** reports, receipts, and where requested, additional Proof of Loss. Claims should be delivered to the address shown on the outside cover of this document. In the event of claims under some policy sections, an **Elimination Period** or Aggregate may apply.

Please refer to the **Policy Wording** and Policy Schedule for further details about the above.

Code of Practice

AIG is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way the claims and complaints are handled and help people better understand how general insurance works.

Information brochures on the Code are available upon request.

Complaints and Feedback

Learning about **Your** experiences with **Us** and **Our** service partners helps to improve the way **We** do business with **You**. If **You** have feedback, or an issue **You** would like resolved **We** encourage **You** to make contact. Below is information on how to contact **Us** and how **We** will work together to resolve any concerns **You** have.

How to provide feedback

1. Speak to Our Complaints team

Our complaints team can be contacted on 1800 339 669. To get the best out of **Your** call with **Us**, please have **Your** policy and/or claim number available and any specific information about the issue.

2. Provide Your feedback in writing

If **You** would prefer to provide **Your** feedback or complaint in writing **You** can do so by lodging **Your** complaint on **Our** website, or by writing to:

The Complaints Team
AIG Australia Limited
Level 13, 717 Bourke Street
Docklands VIC 3008
Email: acomplaints@aig.com

What happens if You make a complaint?

If **You** make a complaint, **We** will record **Your** complaint and make sure that **Your** concerns are addressed as quickly as possible and seek to achieve a fair outcome for both parties.

We will assess **Your** complaint upon receipt. During the complaints process as set out in this notice, **We** will meet the following requirements in respect of **Your** complaint.

- Acknowledge **Your** complaint within one (1) business day.
- **We** will tell **You** who will handle **Your** complaint and their contact details.
- **We** will, where applicable, keep **You** informed via **Your** preferred method of communication of the progress of **Your** complaint every ten (10) business days, more frequently or necessary or as agreed by both of **Us**.
- **We** will treat **Your** complaint respectfully and handle all personal information in accordance with our Privacy Policy.
- Within 30 calendar days from the date **We** receive **Your** complaint, **We** will provide a response to **Your** complaint.

If **We** cannot meet any of the stated time frames, **We** will communicate to **You** the reasons why this has not been possible. **We** will also advise **You** when **You** should expect to receive a response or decision, **Your** right to complain to the Australian Financial Complaints Authority (AFCA) if **You** are dissatisfied with such reasons and provide **You** with the contact details for AFCA.

What You can do if You are not happy with Our response or handling of Your complaint

If **You** are not satisfied with **Our** response or the handling of **Your** complaint, **You** may wish to have the matter reviewed by **Our** Internal Dispute Resolution Committee ("Committee").

If **You** wish to have **Your** complaint reviewed by the Committee, please telephone or write to the complaints team as per the details above. As part of **Your** request, please include detailed reasons for requesting the review and the outcome **You** are seeking. This information will assist the Committee in carrying out its assessment and review of **Your** complaint.

A written response setting out the final decision of the Committee and the reasons for this decision will be provided to **You**.

If **We** are unable to provide a response within 30 calendar days of receipt of the initial complaint, **We** will inform **You** of (i) the time frame for when **Your** complaint will be heard by the Committee, (ii) when **You** should expect to receive a response from the Committee; (iii) the reasons for such delay; (iv) **Your** right to complain to AFCA if **You** are dissatisfied with such reasons; and (v) the contact details for AFCA.

You can take **Your** complaint to AFCA at any time, including:

- if **We** have been unable to resolve **Your** complaint within 30 calendar days;
- **You** are dissatisfied with the outcome of **Your** complaint; or
- **You** are dissatisfied with the findings of the Committee.

AFCA provides a fair and independent financial services complaint resolution service that is free to consumers. AFCA can make decisions with which AIG is obliged to comply.

Under AFCA Rules, **Your** complaint may be referred back to **Us** if it has not gone through **Our** complaints process.

AFCA's contact details are:

Australian Financial Complaints Authority (AFCA)
GPO Box 3, Melbourne VIC 3001

Website: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

The use of AFCA does not preclude **You** from subsequently exercising any legal rights which **You** may have if **You** are still unhappy with the outcome. Before doing so however, **We** strongly recommend that **You** obtain independent legal advice.

If **Your** complaint does not fall within AFCA's Rules, **We** will advise **You** to seek independent legal advice or give **You** information about any other external dispute resolution options where available to **You**.

The Financial Claims Scheme

The protection provided under the Federal Government's Financial Claims Scheme (the Scheme) applies to the Policy. In the unlikely event that the **Insurer** is unable to meet its obligations under the Policy, persons entitled to make a claim under the insurance cover under the Policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at <https://www.fcs.gov.au>.

Privacy Notice

This notice sets out how AIG collects, uses and discloses personal information about:

- **You, if an individual; and**
- **other individuals You provide information about.**

Further information about Our Privacy Policy is available at www.aig.com.au or by contacting Us at australia.privacy.manager@aig.com or on 1300 030 886.

How We collect Your personal information

AIG usually collects personal information from **You** or **Your** agents. AIG may also collect personal information from:

- **Our** agents and service providers;
- other insurers;
- people who are involved in a claim or assist **Us** in investigating or processing claims, including third parties claiming under **Your** Policy, witnesses and **Doctors**;
- third parties who may be arranging insurance cover for a group that **You** are a part of;
- providers of marketing lists and industry databases; and
- publicly available sources.

Why We collect Your personal information

AIG collects information necessary to:

- underwrite and administer **Your** insurance cover;
- improve customer service and products including carrying out research and analysis including data analytics functions; and
- advise **You** of **Our** and other products and services that may interest **You**.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling **Your** insurance cover or reducing the level of cover, or declining claims.

To whom We disclose Your personal information

In the course of underwriting and administering **Your** Policy **We** may disclose **Your** information to:

- **You** or **Our** agents, entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of **Your** Policy;
- banks and financial institutions for policy payments;
- **You** or **Our** agents, assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- entities to which AIG is related and third-party providers for data analytics functions;
- other entities to enable them to offer their products or services to **You**; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: Canada, Bermuda, Ireland, Belgium, the Netherlands, Germany, France, United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which **You** have a claim and such other countries as may be notified in **Our** Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG.

Access to Your personal information

Our Privacy Policy contains information about how **You** may access and seek correction of personal information **We** hold about **You**. In summary, **You** may gain access to **Your** personal information by submitting a written request to AIG.

In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to **Your** personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

Complaints

Our Privacy Policy also contains information about how **You** may complain about a breach of the applicable privacy principles and how **We** will deal with such a complaint.

Consent

Your application includes a consent that **You** and any other individuals **You** provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

Updating the PDS

We may need to update or change this PDS from time to time if certain changes occur where required and permitted by law.

We may update the Policy by either providing a notice on **Our** website, emailing or notifying **You** by other means of such changes and updates.

Policy Wording

Policy Conditions

The **Insured Persons** named in the Application Form/Policy Schedule are insured against **Injury** and/or **Sickness** as shown in the Policy Schedule on the following terms.

Agreement

All cover is subject to **You** paying or agreeing to pay the premium **We** require, and is subject to all the Terms, Provisos, Conditions and Exclusions of this Policy including the Policy Schedules.

Your Duty of Disclosure

Before **You** enter into an insurance contract, **You** have a duty of disclosure under the Insurance Contracts Act 1984.

If **We** ask **You** questions that are relevant to **Our** 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.

You have this duty until **We** agree to insure **You**.

If You do not tell Us something

If **You** do not tell **Us** anything **You** are required to tell **Us**, **We** may cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a claim, or both.

If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the contract as if it never existed.

Your duty of disclosure for renewals

Before **You** renew this contract of insurance, **You** have a duty of disclosure under the Insurance Contracts Act 1984.

If **We** ask **You** questions that are relevant to **Our** 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 have this duty until **We** agree to renew the contract.

If You do not tell Us something

If **You** do not tell **Us** anything **You** are required to tell **Us**, **We** may cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

Definitions

- Close Relative** means a **Spouse/Partner**, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé (e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.
- Dependant Children** means the unmarried Dependant Children of the **Insured Person** who are:
 - over 6 months of age and under 19 years of age; or
 - under 25 years of age while they are full-time students at an accredited institution of higher learning;and at the time of an Event giving rise to a claim under Special Provisions – Additional Benefits 3. Spouse and Dependant Children Benefit of this Policy - are primarily dependant on the **Insured Person** for maintenance and support.

Dependant Children includes step or legally adopted children.
- Doctor** means a medical practitioner or medical specialist who is registered or licenced and is legally qualified to practice medicine under the laws of the country in which they practice other than a medical practitioner or medical specialist who is the **Insured Person**, the **Insured Person's** business partner or agent, the **Insured Person's** employer or employee or a **Close Relative**.
- Elimination Period** means the period, commencing with the first day of Temporary Total or Partial Disablement for which medical treatment was sought, during which no Compensation is payable.
- Fingers, Thumbs Or Toes** means the digits of a hand or foot.
- Foot** means the entire foot below the ankle.
- Hand** means the entire hand below the wrist.
- Hospital** means any institution lawfully operated for the care and treatment of sick or injured persons with organized facilities for diagnosis and surgery (including operating theatres) in the same premises, with 24 hours daily nursing service by registered graduate nurses and operated under the supervision of **Doctor(s)**.
- Income** means
 - as regards to a salaried **Insured Person**, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
 - as regards to a T.E.C. (ie total employee cost) or salary package **Insured Person**, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances) before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or

- (c) as regards to a self-employed **Insured Person**, the average gross weekly **Income** earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that **Income**;
- all derived during the 12 calendar month period immediately preceding the **Injury or Sickness** giving rise to the claim under this Policy.
10. **Independent Existence** means the ability to dress, bathe, toilet and feed without assistance.
 11. **Injury** means a bodily injury to an **Insured Person** resulting from an accident caused by violent, external and visible means and occurring independently of any other cause including any pre-existing physical or congenital condition (except **Sickness** directly resulting from medical or surgical treatment rendered necessary by such **Injury**), provided the **Injury**:
 - (a) occurs to an **Insured Person** during a **Policy Period**; and
 - (b) occurs on or after the **Insured Person's** Effective Date of Individual Insurance; and
 - (c) results in any of the Events specified in the Table of Events found within this Policy within 12 calendar months from the date of such **Injury**.
 12. **Insured Person** means any person(s) who come within the description of the **Insured Persons** appearing in the Policy Schedule, who are nominated by **You** from time to time for insurance under this Policy and with respect to whom premium has been paid or agreed to be paid.
 13. **Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.
 14. **Paraplegia** means **Permanent** and entire paralysis of both legs and part or whole of the lower half of the body.
 15. **Permanent** means lasting 12 consecutive months and at the end of that period is certified by a **Doctor** as being unlikely to materially improve for the remainder of the **Insured Person's** natural life.
 16. **Permanent Total Disablement** means total disablement which continues for 12 consecutive months and at that time is certified by a **Doctor** as being unlikely to materially improve and entirely preventing the **Insured Person** forever from engaging in their usual occupation immediately prior to the **Injury** or any occupation for which he or she is reasonably qualified by training, education or experience.
 17. **Policy Period** means the period shown in the Policy Schedule or subsequent Renewal Notice issued by **Us**.
 18. **Quadriplegia** means **Permanent** and entire paralysis of both legs and both arms.
 19. **Sickness** means sickness or disease first contracted by an **Insured Person**, on or after the **Insured Person's** Effective Date of Individual Insurance, which results independently of any other cause in **Temporary Total Disablement**, provided that the **Temporary Total Disablement** occurs during the **Policy Period** and continues for a period of not less than seven consecutive days from the date of commencement of treatment by a **Doctor** who is not the **Insured Person** or a family member.
 20. **Spouse/Partner** means the husband or wife or any partner of the **Insured Person** who has continuously lived with the **Insured Person** for at least 3 calendar months prior to an Event giving rise to a claim under Special Provisions – Additional Benefits 3. Spouse And Dependant Children Benefit of this Policy.
 21. **Temporary Partial Disablement** means that as a result of **Injury or Sickness** the **Insured Person** is wholly and continuously prevented from engaging in more than 50% of the duties of his or her usual occupation in Australia, and is under the regular care of and acting in accordance with the instructions or professional advice of a **Doctor** who is not the **Insured Person** or a family member.
 22. **Temporary Total Disablement** means that as a result of **Injury or Sickness** the **Insured Person** is wholly and continuously prevented from engaging in his or her usual occupation in Australia, and is under the regular care of and acting in accordance with the instructions or professional advice of a **Doctor** who is not the **Insured Person** or a family member.
 23. **Terrorist Act** means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts.

Terrorism shall also include any act which is verified or recognized by the (relevant) Government as an act of terrorism.
 24. **Total Loss** means the **Permanent** and total physical loss of the body part referenced in the Table of Events. Where that body part is a **Limb, Hand, Foot, Finger or Toe, Total Loss** means the **Permanent** and total physical loss or loss of use of that body part referenced in the Table of Events, or for an eye entire and irrecoverable loss of sight in that eye or for an ear entire and irrecoverable loss of hearing in that ear or speech entire and irrecoverable loss of speech.
 25. **War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
 26. **We/Our/Us/Insurer** means AIG Australia Limited (AIG), ABN 93 004 727 753, AFSL 381686
 27. **You/Your/Insured** means the **Insured** specified in the Policy Schedule and is the policyholder.

Exclusions

This Policy does not apply to any Event arising directly or indirectly out of:

1. **War**, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
2. The intentional use of military force to intercept, prevent, or mitigate any known or suspected **Terrorist Act**.
3. The **Insured Person** engaging in any aerial activity, except as a passenger and not as a pilot or crew member in any aircraft licenced to carry passengers.
4. Intentional self-injury, suicide, or criminal or illegal act of the **Insured Person** who is the subject of the claim.
5. Pregnancy, childbirth or miscarriage.
6. Sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection. This Exclusion does not apply to Accidental H.I.V. Infection as described under Special Provisions – Additional Benefits 5. Accidental H.I.V. Infection Benefit.
7. Training for or participating as a professional in any sport.
8. Racing in or on any motor powered device.
9. Radioactive contamination or radioactivity in any form whatsoever whether occurring naturally or otherwise.
10. An **Insured Person** suffering from stress or psychiatric condition, including but not limited to depression, anxiety, neurosis, psychosis, mental or emotional stress, physical fatigue, mental disease or associated disorders unless such conditions are being treated by a registered specialist mental health practitioner.

In addition to the above Exclusions

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

Exposure

If an **Insured Person** suffers an Event as a direct result of exposure to the elements, **We** will pay the Compensation shown for that Event.

Disappearance

If an **Insured Person** disappears and after twelve calendar months their body is not found and it is reasonable to conclude they have died due to an **Insured Injury**, **We** will pay the Compensation shown for Event 1. (Death) subject to such disappearance being reported to the relevant authorities and receipt of a signed undertaking by **You** that any such Compensation shall be refunded if it is later demonstrated that the **Insured Person** did not die as a result of an **Injury**.

Special Provisions

1. Compensation payable under Table of Events - Event 1. (Death) is payable to **You**, any other Compensation is payable to the **Insured Person** or as per the benefit terms.
2. In respect to Section A – Capital Benefits:
 - (a) In the event of multiple Injuries sustained in the same accident and more than one Event can be claimed, only the highest one Event will be compensated.
 - (b) If an **Insured Person** suffers an **Injury** resulting in any one of the Events 2 to 8 **We** will not be liable under this Policy for any subsequent **Injury** to that **Insured Person**.
3. Compensation is not payable:
 - (a) For more than one of the Events under Section B and Section C – (Weekly Benefits) in respect of the same period of time.
 - (b) For longer than the Aggregate Period shown in the Policy Schedule in respect of the Events in Section B or Section C – (Weekly Benefits) as regards any one **Injury or Sickness**.
 - (c) Unless as soon as possible after the happening of any **Injury or Sickness** giving or likely to give rise to a claim, the **Insured Person** obtains and follows proper medical advice from a **Doctor** who is not the **Insured Person** or a family member.
4. **Weekly Benefits Limitation**

For each **Insured Person** the Compensation payable under Section B or Section C – (Weekly Benefits) is limited to the amount stated in the Policy Schedule or the **Insured Person's** weekly **Income**, whichever is the lesser.

If the **Insured Person**:

- (a) Is entitled to receive weekly or periodical disability benefits under any other policy of insurance; and/or
- (b) Is entitled to receive weekly or periodical disability benefits under any Workcover or Workers Compensation Act or other statutory body or legislation having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other statutory body or legislation having similar effect; and/or
- (c) Has earned **Income** from any other occupation; and/or
- (d) Has actually received any annual leave, long service leave or sick leave, unless endorsed otherwise; and/or
- (e) Has any sick leave paid as a part of redundancy payments;

then Compensation payable under Section B or Section C – (Weekly Benefits) will be reduced by the amount of the benefits detailed above so as to limit the total of all payments and/or Compensation (inclusive of such benefits) to his or her weekly **Income** or the limit stated in the Policy Schedule whichever is the lesser.

For Example:

Insured Person has suffered **Temporary Total Disablement** as a result of an **Injury**, making them eligible for Compensation under the Transport Accident Act. In this case the Compensation paid out under Section B of the policy would be computed as under:

	Insured Person A	Insured Person B	Insured Person C	Insured Person D
A Average Weekly Income of the Insured Person (100%)	\$1,200	\$1,700	\$2,000	\$2,500
B Cover Limit on AIG policy Schedule	85% of Average Weekly Income up to a maximum of \$1,500 per week	100% of Average Weekly Income up to a maximum of \$1,500 per week	85% of Average Weekly Income up to a maximum of \$1,500 per week	100% of Average Weekly Income up to a maximum of \$2,000 per week
C Compensation payable under Section B (per week)	\$1,020.00	\$1,500.00	\$1,500.00	\$2,000.00
D Weekly Compensation from Statutory Laws or other Insurance policy	\$600.0	\$0.0	\$900.0	\$900.0
E Income from other occupation	\$200			
F Adjusted Compensation under this policy Section B (per week)	\$220.00	\$1,500.00	\$800.00	\$1,600.00

5. If **You** or the **Insured Person** has lodged a weekly **Income** benefit claim under any weekly or periodical disability benefits under any Workcover or Workers Compensation Act or other Statutory body or legislation having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other Statutory body or legislation having similar effect and are awaiting determination of the claim, payment of any Compensation under Section B and/or Section C of the Policy shall be calculated with effect from the date of the **Injury** less any applicable **Elimination Period**, subject to the terms and conditions of the Policy.

Payment for Compensation for a claim under Section B and/or Section C will be reduced by the amounts **You** or the **Insured Person** has already received, at the time of the payment of such Compensation as (i) statutory benefits, under applicable laws and statutory bodies referenced above; (ii) **Income** from another occupation; and/or (iii) any annual leave, long service leave or sick leave, unless endorsed otherwise; and/or (iv) sick leave paid as a part of redundancy payments.

When **You** or the **Insured Person** who has received payment of Compensation for a claim under Section B and/or Section C of the Policy subsequently receives benefits under (i) any Workcover or Workers Compensation Act or other Statutory body or legislation having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other Statutory body or legislation having similar effect; (ii) **Income** from another occupation ; and/or (iii) any annual leave, long service leave or sick leave, unless endorsed otherwise; and/or (iv) sick leave paid as a part of redundancy payments, **You** or the **Insured Person** must reimburse to **Us** any difference between the amount

of Compensation actually paid by **Us** under Section B and/or Section C and the amount of Compensation **We** would have paid had **You** or the **Insured Person** been in receipt of such benefits at the time of payment of the claim for Compensation.

6. **Recurrence of Temporary Total Disablement or Temporary Partial Disablement (Weekly Benefits)**

If an **Insured Person** receives Compensation under Section B or Section C – (Weekly Benefits) and while this Policy is in force suffers a recurrence of **Temporary Total or Temporary Partial Disablement** from the same or related causes within 6 consecutive months of his or her return to his or her occupation on a full time basis, **We** will consider such Disablement to be a continuation of the prior claim period.

The period of recurring Disablement will be aggregated with the prior claim period and will not be subject to a new **Elimination Period**.

7. **Aggregate Limit Of Liability**

- (a) Except as provided under 7.(b), **Our** total liability for all claims arising during any one **Policy Period** will not exceed the amount shown in the Policy Schedule.
- (b) **Our** total liability for all claims arising under this Policy during any one **Policy Period** relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes will not exceed the amount shown in the Policy Schedule.

8. Age Limits

We will not be liable for any Event which happens to an **Insured Person** unless at the date of the Event they are between the ages set out in the Policy Schedule.

Conditions

1. Cover

This Policy provides the **Insured Person(s)** with Insurance cover under those Sections of the Policy selected by **You** and/or the **Insured Person** in **Your** and/or the **Insured Person's** application for this Insurance. The selected cover is shown in the Policy Schedule.

2. Effective Date Of Individual Insurance

The Insurance of any **Insured Person** (as specified in the Policy Schedule) will become effective on the latest of the following dates:

- (a) on the commencing date of the First **Policy Period** set out in the Policy Schedule;
- (b) on the date such **Insured Person** becomes eligible for Insurance hereunder;
- (c) where a Proposal is required by **Us**, on the date of **Our** acceptance of the **Insured Person's** written Proposal;

provided always that if such **Insured Person** is not regularly performing all the usual duties of his or her occupation or is not fit to do so on the date his or her proposal for Insurance would otherwise become effective, then this Insurance will only take effect on the date of return to the regular performance of all of his or her usual duties or when he or she is certified fit to do so.

3. Individual Terminations

The Insurance of any **Insured Person** will immediately terminate on the earliest of the following dates:

- (a) on the date this Policy is terminated;
- (b) on the date the **Insured** requests that such **Insured Person** be deleted as an **Insured Person**;
- (c) on the date that such **Insured Person** leaves or is dismissed from **Your** employment or is retired or pensioned;
- (d) on the premium due date if **You** fail to pay the required premium except as the result of inadvertent error; or
- (e) on the date such **Insured Person** ceases to be eligible for Insurance hereunder.

4. Change Of Occupation

You will give immediate written notice to **Us** of any change in the proportion of occupation classes for more than 10% for the **Insured Persons** and agree to pay an additional premium if applicable.

No claim will be payable in respect of:

- (a) any **Injury or Sickness** arising out of or in the course of an occupation of greater risk than the occupation disclosed in **Your** application to **Us**, unless **We** have agreed to the change in occupation; or
- (b) any **Injury or Sickness** where **We** have been prejudiced by such non-disclosure of change in occupation, to the extent that **We** have been prejudiced by such non-disclosure of change in occupation.

5. Policy Renewal

This Policy may be renewed with **Our** consent from term to term, by payment of the premium in advance at **Our** premium rate in force at the time of renewal.

6. Cancellation

- (a) This Policy may be cancelled by **You** at any time by giving **Us** written notice.
- (b) This Policy may be cancelled by **Us** in accordance with Sections 59 and 60 of the Insurance Contracts Act 1984.

When the Policy is cancelled, **We** will refund the proportion of the premium (if applicable) for the unexpired **Policy Period**, after deducting reasonable allowance for our administration costs, Commonwealth taxes and/or charges **We** cannot recover, and benefits already paid or provided under the Policy for the period the Policy was in force.

7. Claims Procedure

- (a) Written Notice of Claim and supporting medical evidence in the form required by **Us**, and proof of identity, must be given to **Us** within 30 days of the occurrence of any Event where reasonably practicable or otherwise as soon as is reasonably possible. Notice may be given at **Our** Office where the Policy was issued.
- (b) **We** may have the **Insured Person** medically examined at **Our** expense when and as often as **We** may reasonably require in relation to the claim after a claim has been made, or arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.
- (c) Compensation will be paid as soon as **We** have investigated and verified the information supplied and satisfied Ourselves that the claim falls within the Policy.

8. Australian Law

This Policy is governed by the Laws of the Australian State or Territory it was issued in and any dispute or action in connection therewith shall be conducted and determined in Australia.

9. Fraudulent Claims

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **You** or the **Insured Person** or anyone acting on **Your** or the **Insured Person's** behalf to obtain any benefit under this Policy then any amount payable in respect of such claim shall be forfeited.

10. Subrogation

In the event of any payment under this Policy, **We** shall be subrogated to all the **Insured/Insured Person's** rights of recovery thereof against any person or organisation and the **Insured/Insured Person** shall execute and deliver instructions and papers and do whatever else is reasonably necessary to secure such and enable enforcement of such rights. The **Insured/Insured Person** shall take no action to prejudice such rights.

11. Tax Or Imposts

Where the Company is, or believes it will become, liable for any tax or other impost levied by any Commonwealth or State government, authority or body in connection with this Policy, the Company may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits), under this Policy in the manner and to the extent the Company determines to be appropriate to take account of the tax or impost.

Table of Events

Section A – Capital Benefits

Cover under this Section is included only for the Events specified in the Policy Schedule. The Compensation for each Event is payable as a percentage of the Capital Sum Insured shown in the Policy Schedule.

The Events		The Compensation
Injury as defined, resulting in:		
1.	Death	100%
2.	Permanent Total Disablement	100%
3.	Permanent Paraplegia or Quadriplegia	100%
4.	Permanent Total Loss of sight of both eyes	100%
5.	Permanent Total Loss of sight of one eye	100%
6.	Permanent Total Loss of use of two Limbs	100%
7.	Permanent Total Loss of use of one Limb	100%
8.	Permanent Total Loss of the lens of both eyes	100%
9.	Permanent Total Loss of the lens of one eye	50%
10.	Permanent Total Loss of hearing in (a) both ears (b) one ear	75% 15%
11.	Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 40% of the entire external body	50%
12.	Permanent Total Loss of use of four Fingers and Thumb of either Hand	70%
13.	Permanent Total Loss of use of four Fingers of either Hand	40%
14.	Permanent Total Loss of use of one Thumb of either Hand (a) both joints (b) one joint	30% 15%
15.	Permanent Total Loss of use of Fingers of either Hand (a) three joints (b) two joints (c) one joint	10% 7% 5%
16.	Permanent Total Loss of use of Toes of either Foot (a) all – one Foot (b) great – both joints (c) great – one joint (d) other than great, each Toe	15% 5% 3% 1%
17.	Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	Per tooth 1% (to \$10,000 in total for all teeth)
18.	Shortening of leg by at least 5cm	7%
19.	Permanent Partial Disablement not otherwise provided for under Events 8 to 18 inclusive	Such percentage of the Capital Sum Insured which corresponds to the percentage reduction in whole bodily function as certified by the Insured Person's treating Doctor , and a Doctor appointed by Us . If the Doctor chosen by Us forms a contrary opinion to that of the Insured Person's treating Doctor , We will seek the opinion of a third independent Doctor who will be appointed by mutual agreement between the parties. In the event of a disagreement between all three (3) Doctors , the percentage reduction in whole bodily function will be the average of the three (3) opinions, subject to the maximum amount We will pay which is seventy-five percent (75%) of the Lump Sum Benefit insured.

Section B – Weekly Injury Benefit

Cover under this Section is included only if specified in the Policy Schedule.

The Events	The Compensation
Injury as defined, resulting in:	
20. Temporary Total Disablement	During such Disablement the amount per week specified in the Policy Schedule or Income as defined, whichever is the lesser.
21. Temporary Partial Disablement	During such Disablement: (a) if the Insured Person returns to work in a reduced capacity, the Compensation payable shall be the difference between the Compensation for Event 20 per week and the weekly Income earned from personal exertion per week; or (b) if the Insured Person does not return to work, the Compensation shall be 25% of the Compensation for Event 20 per week.

Section C – Weekly Sickness Benefit

Cover under this Section is included only if specified in the Policy Schedule.

The Events	The Compensation
Sickness as defined, causing:	
22. Temporary Total Disablement	During such Disablement the amount per week specified in the Policy Schedule or Income as defined, whichever is the lesser.
23. Temporary Partial Disablement	During such Disablement, if the Insured Person returns to work in a reduced capacity, the Compensation payable shall be the difference between the Compensation for Event 22 per week and the weekly Income earned from personal exertion per week.

Section D – AIG Care Plus Benefits

1. Lump Sum Overseas Surgical Benefits for Injury

If an **Insured Person** sustains an **Injury** whilst overseas which directly results in any of the Events listed below, **We** will pay a lump sum benefit as listed:

The Events	Benefit
1. Brain surgery	\$20,000
2. Amputation of a limb	\$20,000
3. Fracture of a limb requiring open reduction	\$5,000
4. Any other surgical procedure performed under general anaesthetic	\$2,500

Conditions

- Cover is only provided under this benefit for surgical procedures undertaken outside of Australia.
- The maximum Compensation **We** will pay under this benefit is \$20,000 for any single **Injury**.

Exclusions

This Benefit does not apply to any Event arising directly or indirectly out of:

- Any type of illness, disease, infection or contagion, even if contracted through **Injury**, except that this Exclusion shall not apply to any accidental needle stick injuries, medically acquired infections or blood poisoning.

2. Lump Sum Overseas Surgical Benefits for Sickness

If an **Insured Person** suffers a **Sickness** whilst overseas which directly results in any of the Events listed below, **We** will pay a lump sum benefit as listed:

The Events	Benefit
1. Open heart surgery	\$20,000
2. Brain surgery	\$20,000
3. Abdominal surgery performed under general anaesthetic	\$5,000
4. Any other surgical procedure performed under general anaesthetic	\$2,500

Conditions

- Cover is only provided under this benefit for surgical procedures undertaken outside of Australia.
- The maximum Compensation **We** will pay under this benefit is \$20,000 for any single **Sickness** event.

3. Broken Bones

If an **Insured Person** sustains an **Injury** which directly results in any of the Broken Bones listed below as diagnosed by a **Doctor** within 30 days from the date of **Injury**, **We** will pay a lump sum benefit as listed below as a percentage of \$7,500 (maximum benefit):

Broken Bones	Benefit
1. Neck, skull or spine (Complete Fracture)	100%
2. Hip	75%
3. Jaw, pelvis, leg, ankle or knee (Complete Fracture or All Other Fractures)	50%
4. (a) Cheekbone, shoulder; or (b) Neck, skull or spine (Simple Fracture , Hairline fracture or All Other Fractures)	30%
5. Arm, elbow, wrist or rib(s) (Complete Fracture or All Other Fractures)	25%
6. Jaw, pelvis, leg, ankle or knee (Simple Fracture or Hairline Fracture)	20%
7. Nose or collar bone	20%
8. Arm, elbow, wrist or rib(s) (Simple Fracture or Hairline Fracture)	10%
9. (a) Hand, Foot ; (b) Finger(s) and Thumb of the same Hand ; or (c) Toe(s) of the same Foot	7.5%

Definitions

- i. **Complete Fracture** means a fracture in which the bone is broken completely across and no connection is left between the pieces.
- ii. **Hairline Fracture** means mere cracks on the bone.
- iii. **Simple Fracture** means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of the **Doctor** requires minimal and uncomplicated medical treatment.
- iv. **All Other Fractures** means any fracture other than a **Complete Fracture**, **Simple Fracture** or **Hairline Fracture**.

Conditions

- i. The maximum Compensation payable for this Benefit is \$7500 for any single **Injury** event.
- ii. **We** will pay for the fracture of a body part listed in the table above only once regardless of the number of fractures sustained to one or more appendages of the same body part of the appendicular skeleton.
- iii. **We** will pay for the fracture of a body part listed in the table above only once regardless of the number of fractures sustained
 - a. to one or more **Fingers or Toes** of the same hand or leg
 - b. to one or more ribs
 - c. to one or more parts of the spine

4. Guaranteed Payment Benefit

If an **Insured Person** sustains an **Injury or Sickness** which directly results in Weekly Injury and Sickness Benefits under Section B or Section C for Events 20 or 22, **We** will pay the first twelve (12) consecutive weeks of the applicable Benefit in advance to the **Insured Person** if a **Doctor** certifies with sufficient supporting documentation that due to the severity of the **Injury or Sickness** the total period of the **Temporary Total Disablement** will be a minimum of twenty-six (26) consecutive weeks.

Conditions

1. Satisfactory medical evidence needs to be provided by a **Doctor**, certifying that the total period of the **Temporary Total Disablement** will be a minimum of twenty-six (26) consecutive weeks.
2. For this benefit to be payable at the time of the original medical assessment of the **Injury or Sickness**, there must be no possibility of earlier return to work through rehabilitation, provision of light duties with the employer, medical treatments or other means.
3. **We** will require a signed undertaking that if the claim does not run for the advance payment period, the **Insured Person** will refund the portion of the guaranteed payment that they were not entitled to receive.

5. Loss of Teeth Benefit

If an **Insured Person** sustains an **Injury** which directly results in the loss of at least 50% of all sound and natural teeth, including capped and crowned teeth but excluding first teeth and dentures, **We** will pay \$250 per tooth, up to a maximum of \$2,000 per single **Injury** event.

For the purpose of this Benefit, a tooth means a sound and natural permanent tooth and does not include first or milk teeth, dentures, implants and dental fillings.

Exclusions

This Benefit is not payable for injuries occurring to unsound and/or unnatural teeth or resulting from eating activities (e.g. biting and chewing).

6. Accommodation and Transport Expense Benefit

If an **Insured Person** sustains an **Injury** which results in hospitalisation as an in-patient, which is more than 100 kilometres from the **Insured Person's** normal place of residence, **We** will reimburse the actual and reasonable transport and/or accommodation expenses incurred by their **Spouse/Partner** and/or **Dependant Children** for travel to and from the **Hospital** or to stay with the **Insured Person** during their hospitalisation period, up to a maximum of \$10,000 per single **Injury** event.

7. Coma Benefit

If the **Insured Person** sustains **Injury** resulting in a continuous unconscious state which is diagnosed by a **Doctor** to be a comatose state, for a minimum period of 3 consecutive days whilst hospitalised as an inpatient, **We** will pay a benefit of \$50 for each day the **Insured Person** remains in this comatose state during their hospitalisation period, up to a maximum of \$5,000 per single **Injury** event.

Conditions

1. The **Insured Person** must be in the **Hospital** for the duration of the comatose state for any benefits to be payable.

8. Domestic Help Benefit

If an **Insured Person** sustains an **Injury** resulting in a valid claim under Section B – Weekly Benefits - Events 20 or 21, **We** will pay subject to the **Elimination Period** stated on the Policy Schedule, a maximum benefit of up to \$500 per week not exceeding 52 weeks for any one Event, to reimburse up to 80% of actual costs, incurred for reasonable and necessary professional services carried out by persons, other than members of the **Insured Person's** family or **Close Relatives** or other persons permanently residing with the **Insured Person**, to help the injured **Insured Person** with household duties provided such services are certified by the **Insured Person's Doctor** as being necessary for the **Insured Person's** recovery.

9. Education Fund Benefit

If the **Insured Person** suffers an **Injury** resulting in a valid claim under Section A – Capital Benefits – Event 1, **We** will reimburse the actual costs of the current year's school or university fees up to \$5,000 for each surviving **Dependant Child**, up to a maximum of 3 **Dependant Children** per **Insured Person**. This benefit has to be claimed within 12 months from the date of Event 1.

10. Funeral Expenses Benefit

If an **Insured Person** suffers an **Injury** resulting in a valid claim under Section A – Capital Benefits - Event 1, **We** will either reimburse the necessary and reasonable expenses incurred for:

- a) a burial or cremation or
- b) the cost of returning the **Insured Person's** body or ashes to their home town, up to a maximum of \$10,000.

11. Independent Financial Advice Benefit

If an **Insured Person** sustains an **Injury** which results in a valid claim under Section A – Capital Benefits - Events 1 - 8, and at **Your** written request, **We** will pay **You** or the **Insured Person** up to a maximum of \$7,500 for the necessary and reasonable expenses incurred for receiving professional financial, taxation and/or investment advice in respect of the benefit paid under Events 1-8, as applicable.

Conditions

1. The advice must be provided by a licenced independent financial advisor who is not **Your** employee or a **Close Relative** of the **Insured Person**.

12. Executor Emergency Cash Advance

If an **Insured Person** sustains an **Injury** resulting in death, **We** will upon the written request for financial assistance by the executor of the **Insured Person's** estate, advance **You** or the executor up to \$15,000 whilst the administration of the **Insured Person's** estate is being arranged.

Conditions

1. Any cash advance under this benefit will be subject to reasonable evidence regarding the cause of death being a covered **Injury**.
2. Any payments made by **Us** against this Benefit will be deducted from the final Compensation paid out to the **Insured Person's** estate under Section A – Capital Benefits - Event 1

13. Home/Vehicle Modification Benefit

If an **Insured Person** sustains an **Injury** which results in a valid claim under Section A – Capital Benefits - Events 2 to 8 that requires the **Insured Person** to modify their car and/or existing residence including but not limited to the installation of ramps for external or internal wheel chair access, internal guide rails, emergency alert system and similar disability aids necessary for the sole purpose of assisting with their mobility and to perform daily lifestyle activities (i.e. driving, washing, cooking, bathing and dressing), **We** will pay 80% of the cost incurred for such renovations to a maximum of \$10,000.

It is important that **You** tell **Us** if **You** expect to incur costs under this additional benefit before doing so, so that **We** can inform **You** whether **We** agree that they are reasonable.

Conditions

This Benefit is only payable:

1. where such modifications are undertaken with **Our** prior written confirmation of the **Insured Person's** attending **Doctor**; and
2. in respect of one residence and one personal vehicle only.
3. if the expenses incurred for modifications and installations are submitted to **Us** within 12 consecutive months from the date a claim is paid under the applicable Event 2 to 8.
4. if renovations are carried out by a qualified and licenced tradesperson.

14. Premature Birth/Miscarriage Benefit

If an **Insured Person** sustains an **Injury** which results in either a premature childbirth (prior to 26 weeks gestation) or miscarriage, as certified by the **Insured Person's Doctor**, **We** will pay a maximum Compensation of \$5,000 per single **Injury** event.

15. Spouse/Partner Employment Training Benefit

If an **Insured Person** sustains an **Injury** which results in a valid claim under Section A – Capital Benefits - Events 1 to 8, **We** will pay up to a maximum of \$15,000 for actual and reasonable costs incurred for an **Insured Person's Spouse/Partner** to attend training for the purpose of obtaining or refreshing skills to gain employment and/or improve employment prospects within 24 months from the date of **Injury**.

16. Student Tutorial Benefit

If the **Insured Person**, who is also a student, sustains an **Injury or Sickness** which results in a valid claim under Section B and C – Weekly Benefits - Events 20 to 23 that entirely prevents them from attending registered classes, **We** will reimburse 85% of the costs reasonably and necessarily incurred for home tutorial services up to a maximum of \$500 per week for a maximum of 26 consecutive weeks from the date of **Injury or Sickness** diagnosed.

Conditions

1. The **Insured Person** is registered as a full time student at a recognised educational institution.
2. Home tutorial services must be carried out by persons other than the **Insured Person's Close Relative** or persons permanently living with the **Insured Person**.

17. Unexpired Membership Benefit

If an **Insured Person** sustains an **Injury** which results in a valid claim for Events under Section A or for Events under Section B of the Table of Events and where a **Doctor** certifies that the **Injury** prevents the **Insured Person** from continuing their participation in a sport or gym activity for which they have pre-paid an annual membership, association or registration fee, **We** will pay the **Insured Person** a pro-rata refund of the un-refundable portion of such fees paid for the current season or year up to a total maximum of \$3,000.

18. Chauffeur Benefit

If the **Insured Person** sustains an **Injury or Sickness** for which Benefits are payable under Section B and C – Weekly Benefits - Events 20 to 23, **We** will reimburse **You** or the **Insured Person** up to \$100 per day to a maximum of \$2,500 for hiring chauffeur services or a taxi service to and from the **Insured Person's** usual place of work and their usual place of residence if the **Insured Person** recovers sufficiently to return to work but is certified by a **Doctor** as being unable to drive a vehicle or travel on public transport.

19. Childcare Benefit

If an **Insured Person** sustains an **Injury** resulting in a valid claim under Section A – Capital Benefits - Events 2 to 10, rendering them unable to care for their **Dependant Children** as certified by their **Doctor**, **We** will reimburse the **Insured Person** the actual expenses up to a maximum of \$500 per week, regardless of the number of **Dependant Children**, necessarily incurred for the services of a registered childcare provider for their dependant child(ren).

Conditions

1. The maximum period this benefit can be claimed for will be 26 weeks and must be incurred within 24 months from the date of the **Injury**.
2. This benefit will only reimburse in respect of additional costs that would not otherwise have been incurred.
3. Any childcare expense subsidy available from the relevant government agencies will be deducted from any benefit payable under this section.

20. Corporate Image Protection

If the **Insured Person** sustains an **Injury**, and in **Our** opinion this is likely to result in a valid claim under Section A – Capital Benefits - Events 1 or 2, **We** will reimburse **You** up to a maximum of \$15,000 for any single **Injury** event, for costs (other than **Your** own internal costs) incurred for the engagement of image and/or public relations consultants; and/or the release of information through the media.

Conditions

1. Costs must be incurred directly in connection with such an **Injury**, to protect and/or positively promote **Your** business and image and are subject to **You** giving **Us** a signed undertaking that any amount paid to **You** will be repaid to **Us** if it is later found that a valid claim did not eventuate.

21. Replacement Staff/Recruitment Costs

If an **Insured Person** sustains an **Injury** and in **Our** opinion this is likely to result in a valid claim under Section A – Capital Benefits - Events 1 or 2, **We** will pay up to \$5,000 per Event to a maximum of \$20,000 towards the actual and reasonable recruitment costs incurred by **You** in the engagement of a replacement employee.

Conditions

1. Costs must be incurred within sixty (60) days of the Event and be crucial and necessary for **Your** business to continue.
2. For this Benefit to be payable, **You** must provide a signed undertaking that any amount paid to **You** will be repaid to **Us** if it is later found that a valid claim did not eventuate.

22. Visitors Benefit

If during the **Policy Period** a third party visits **Your** premises in a business capacity and sustains an **Injury** which would, had the visitor been a **Insured Person**, have resulted in a Benefit being paid under Section A – Capital Benefits - Event 1 or Event 2, **We** will pay a Compensation of \$15,000 for any one **Injury** event in a **Policy Period**.

23. Overseas Bed Care Benefit

If an **Insured Person** sustains an **Injury** resulting in them being confined to a **Hospital** bed outside Australia and usual country of residence, under the regular daily attendance and care of a professional carer (not an **Insured Person** or a member of the **Insured Person's** family) directly resulting from a covered **Injury** and certified as necessary by a **Doctor** (not an **Insured Person** or a member of the **Insured Person's** family), for more than Forty Eight (48) consecutive hours, **We** will reimburse up to \$500 per week (up to a maximum of 26 weeks) that the **Insured Person** remains confined to a bed.

24. Rehabilitation Expenses

If an **Insured Person** sustains an **Injury or Sickness** which results in a valid claim under Section B and C – Weekly Benefits - Events 20 to 23, **We** will reimburse for the actual costs incurred for tuition or advice from a licenced vocational school to support their return to work, provided such tuition or advice is undertaken with the agreement of the **Insured Person's Doctor** and **You** tell **Us** before **You** incur costs under this additional benefit, so that **We** can inform **You** whether **We** agree that they are reasonable.

Compensation under this provision will be limited to the actual costs incurred not exceeding \$500 per month and will be payable for a maximum of 6 months.

25. Escalation Of Claim Benefit

If an **Insured Person** sustains an **Injury or Sickness** which results in a valid claim under Section B or C – Weekly Benefits and where the Compensation was paid for 12 consecutive months, **We** will pay an increase in the Compensation by 5 percent compound per annum for the subsequent 12 consecutive months.

26. Spouse And Dependant Children Benefit

If the **Insured Person** sustains an **Injury** whilst at work which results in Event 1(death) under Section A, **We** will pay the following amounts in addition to the Sum Insured payable on the life of the **Insured Person**:

1. Surviving Spouse Benefit - \$5,000.
2. Dependant Children Benefit - \$5,000 for each Dependant Child, up to a maximum of 3 **Dependant Children**.

27. Accidental H.I.V. Infection Benefit

If the **Insured Person** accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection as a direct result of:

1. an **Injury** sustained by a physical and violent bodily assault by another person on the **Insured Person** while they are covered under this Policy; or
2. the administering of medical treatment provided by a **Doctor** or registered nurse for an **Insured Person's Injury or Sickness** during the **Policy Period**,

We will pay the **Insured Person** \$25,000.

Conditions

- (i) Such Compensation will only be payable if the **Insured Person** is positively diagnosed within 180 days of an event specified in 1 or 2 above which gave rise to the H.I.V. infection.
- (ii) Compensation shall not be payable unless such event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to **Us** and medical tests are carried out by a **Doctor** as soon as reasonably practicable after the **Insured Person** becomes aware that the event has led to or is likely to lead to that diagnosis.



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General customer service
Tel: +61 2 9240 1711

BROADFORM LIABILITY POLICY

SCHEDULE

Policy Number: 205094403205

The Insured: ACT Football Federation (Capital Football), Football Federation Tasmania Ltd, Football Federation SA Inc, Football NSW Limited, Football West Limited, Football Futures Foundation Limited, Football Victoria (FV) Inc, Football Queensland Ltd, Football Northern Territory Inc, Northern NSW Football Limited

including all affiliated associations and their member clubs, all players and/or non playing officials including team managers, referees, trainers, coaches, masseurs, committee members, directors, office bearers, administrators, employees, executive officers, selectors, other match day officials, ball boys, medical persons, physiotherapists, ambulance officers, co-opted voluntary workers and officials of the participating Member Federations listed as The Insured's

Country Leagues Football Association (CLFA) but only in respect to their involvement in the Victorian Country Championships.

Period of Insurance: 31 October 2022 to 4:00pm 31 October 2023 to 4:00pm

The Business: The participation, administration, governance, organisation, promotion, development and/or coaching of Football(Soccer), Football Facility and Accommodation Managers, Property Owners, Occupiers and any other activities incidental thereto

Retroactive Date:

Limits of Liability:

Public Liability	\$ 25,000,000	any one Occurrence
Products Liability	\$ 25,000,000	any one period of insurance

Sublimits:

Property in Physical or Legal Control	\$ 250,000	any one Occurrence
Advertising Injury	\$ 25,000,000	any one Occurrence
Professional Liability	\$ 5,000,000	any one Claim and limited to \$10,000,000 in the aggregates
Molestation	\$ 2,000,000	any one claim and limited to \$2,000,000 in the aggregates

Excess:

Personal Injury	\$	each and every Occurrence inclusive of Supplementary Payments
Advertising injury	\$ 1,000	each and every Occurrence inclusive of Supplementary Payments
Property Damage	\$ 1,000	each and every Occurrence inclusive of Supplementary Payments
Professional Liability	\$ 1,000	each and every Claim inclusive of Supplementary Payments
Molestation	\$ 5,000	each and every Claim inclusive of Supplementary Payments

Geographic

Worldwide excluding North America

Limits:

Wording:

Broadform Liability SPM-BF21 SLE

Premium: As agreed
GST: As agreed
Stamp Duty: As agreed
Admin Fees: As agreed
GST on Fee: As agreed
Total: **As agreed**

Broker: GOW GATES IB
PO BOX 680
Parramatta NSW 2124

Insurer: Underwritten for certain underwriters at Lloyd's of London & Chubb Insurance Australia Limited by their agent SLE Worldwide Australia Pty Ltd. under binding authorities B128416380W21 & 001-2021 respectively.
\$ 20,000,000x \$5,000,000 Underwritten for certain underwriters at Lloyd's of London & Chubb Insurance Australia Limited by their agent SLE Worldwide Australia Pty Ltd. under binding authorities B128416380W21 & 001-2021 respectively.

Certificate: This is to certify that in accordance with the authorisation granted under Contract No B128416380W21 to the undersigned by certain Underwriters at Lloyd's, whose names and the proportion underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's policy Signing Office, and in accordance with the authorisation granted Underwritten for certain underwriters at Lloyd's of London & Chubb Insurance Australia Limited. by their agent SLE Worldwide Australia Pty Ltd. under binding authorities B128416380W21 & 001-2021 respectively. (hereinafter referred to as "the Insurers)", and in consideration of the premium specified herein, the said Insurers are hereby bound, each for his own part and not for another, their Executors and Administrators and in respect of its due proportion only, to insure in accordance with the terms and conditions contained in the policy to which this Certificate is attached.

Stamped & Dated: 10 November 2022



for and on behalf of SLE Worldwide Australia Pty Limited
ABN 15 066 698 575 AFSL 237268
PO Box H308 Australia Square NSW 1215 Phone: +61 2 9249 4850

SEVERAL LIABILITY CLAUSE:

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

CANCELLATION CONDITION:

The Named Insured may cancel this Policy by giving notice in writing to SLE. The Companies may cancel this Policy in any of the circumstances set out in the Insurance Contracts Act, 1984. After cancellation as aforesaid, the premium for the period prior to cancellation shall be adjusted on a pro rata basis plus 10% of the annual premium. When the premium is subject to adjustment, cancellation will not affect the Insured's obligation to supply such information as the Companies may require for the adjustment of the premium. Cancellation will not affect the Insured's obligations to pay the amount of adjustment applicable up to the date of cancellation.

ENDORSEMENTS ATTACHING TO AND FORMING PART OF POLICY NO: 205094403205

Molestation Defence Costs

ENDORSEMENT

This Policy does not cover any liability (whether direct, vicarious, or otherwise) in respect of Personal Injury arising from (either directly or indirectly), attributable to, caused by or in any way connected with the actual or alleged sexual molestation of any person.

However, this exclusion does not apply to Supplementary Payments (i) and (ii) inclusive in respect of any actual or alleged sexual molestation, provided that the Insurer's total aggregate liability shall not exceed \$250,000 for any one Claim and in the aggregate during any one Period of Insurance, notwithstanding the number of Claims made.

The Insurer's liability to pay Supplementary Payments (i) and (ii) under this Endorsement will only arise if:

1. A Claim (as defined within this Endorsement) is made against the Insured during the Period of Insurance; and
2. Such Claim is notified by the Insured to the Insurer in writing during the Period of Insurance.

The time of the relevant act(s) of sexual molestation which gives rise to a Claim(s) or a possible Claim(s), is not of relevance provided that the first such alleged act occurs after the Retroactive Date in the Policy Schedule.

EXCESS

An Excess of \$5,000 for each and every Claim shall be the amount first payable by the Insured and shall be borne by and at the Insured's own risk. The Insurer's liability to pay Supplementary Payments (i) and (ii) under this Endorsement shall only be in excess of this amount.

EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT

This Endorsement does not cover liability:

- (i) arising out of sexual molestation which occurred or allegedly occurred prior to the Retroactive Date;
- (ii) arising out of any facts or circumstances of which the Insured was aware of prior to the commencement of the

Period of Insurance or which a reasonable person in the Insured's position would have considered may give rise to a Claim;

(iii) assumed under contract or agreement unless such liability would have attached in the absence of such contract or agreement;

(iv) which is not in relation to the Business;

(v) arising in North America or in respect of any Claims which would be subject to the jurisdiction of the Courts of North America;

(vi) of any individual who is alleged to be the perpetrator of any actual or alleged sexual molestation.

DEFINITIONS APPLICABLE TO THIS ENDORSEMENT

For the purpose of this Endorsement:

1. "Claim" or "Claims" means:

(i) any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third or similar party notice issue against or serviced upon the Insured; or

(ii) the receipt by the Insured of any written or verbal notice of demand for Compensation made by a third party against them, notwithstanding the number of Occurrences or incidents alleged to have taken place.

2. "Insured" means the Insured as defined under Policy definitions 15 (i), (ii) & (iii) only.

3. All other capitalised expressions in this Endorsement have the meaning given to them in the Policy.

The retroactive date in respect of the endorsement is:-

ACT Football Federation (Capital Football) 31st December 2011

Football Federation Tasmania Ltd 31st December 2011

Football Federation SA Inc 1st April 2011

Football West Limited 16th March 2011

Football Federation Victoria (FFV) Inc 31st December 2011

Football Queensland Ltd 31st December 2011

Football Federation Northern Territory Inc 31st December 2011

Football NSW Limited 31st December 2017

Northern NSW Football Limited 31st December 2017

Effective 11/1/22 in respect to Football Victoria limits changed to \$5,000,000 any one Claim and limited to \$10,000,000 in the Aggregate
The retro date for the \$3m xs \$2m is 11/1/22

Effective 31/10/22 in respect to Capital Football limits changed to \$3,000,000 any one Claim and limited to \$3,000,000 in the Aggregate
The retro date for the \$1m xs \$2m is 31/10/22

SERVICE PROVIDERS VICARIOUS ENDORSEMENT

This Policy does not cover liability in respect of Personal Injury or Property Damage arising out of or caused by or in connection with the Insured's service providers. A service provider means anyone engaged by the Insured to provide goods or perform a service. Service providers include but are not limited to security services, amusement operators, pyrotechnicians, entertainers, food vendors, stall holders, sound & lighting companies & Contracted Labour but does not include volunteers or the Insured's employees. However, this exclusion shall not apply to the Insured's vicarious liability arising from an act, error or omission of service providers that have provided the Insured with proof of liability insurance.

This exclusion does not apply to contracted coaches or contracted managers whilst engaged by the Insured however no cover is provided to contracted coaches or contracted managers whilst deriving an income from any other sources.

BREACH OF PROFESSIONAL DUTY EXTENSION (SLE)

NOTICE TO THE INSURED The terms and conditions of this Endorsement provide that: 1. A Claim (as defined within this Endorsement) must be made against the Insured during the Period of Insurance for this Policy to apply; and 2. The Insured must immediately notify the Insurer in writing of such Claim(s). Such notification must be given to the Insurer during the Period of Insurance for this Policy to apply. If any circumstances or facts come to the attention of the Insured during the Period of Insurance which are likely to give rise to a Claim(s) being made against them or which the Insured should reasonably expect to give rise to a Claim(s) being made against them, the terms and conditions of this Endorsement provide an option as to whether or not to notify the Insurer. However, failure to notify may affect Policy indemnity, ie. All or part of any subsequent Claim(s) may not be covered. Assuming the option to notify the Insurer is chosen such notification must be given in writing during the Period of Insurance for this Policy to apply. The time of the happening of the negligent act, error or omission which gives rise to a Claim(s) or a possible Claim(s), is not of relevance provided they occur after the Retroactive Date specified in the Schedule. Upon expiry of the Period of Insurance, no further Claim(s) can be made under this Policy and therefore the maintenance of insurance provided by this Endorsement is essential.

COVER APPLICABLE TO THIS ENDORSEMENT The Insurer, to the extent and in the manner hereinafter provided, hereby agrees to pay to or on behalf of the Insured up to the Limit of Liability as stated in the Schedule as applying to this Endorsement against all sums which the Insured shall become legally liable to pay as Compensation for Personal Injury and/or Property Damage as a result of a Claim or Claims first made against the Insured and reported to the Insurer during the Period of Insurance arising out of an act, error or omission committed or alleged to have been committed by or on behalf of the Insured in breach of the Insured's Professional Duty in connection with the Business.

LIMIT OF LIABILITY AND EXCESS APPLICABLE TO THIS ENDORSEMENT The Insurer hereby agrees to pay all costs in the defence of a Claim for which indemnity is available under this Endorsement provided that the total aggregate liability (including Supplementary Payments) shall not exceed the Limit of Liability specified in the Schedule as applying to this Endorsement notwithstanding the number of Claims made. The Excess shown in the Schedule as applying to this Endorsement shall be the amount first payable by the Insured in respect of any one Claim and shall be borne by and at the Insured's own risk. The Insurer's liability shall only be in excess of this amount.

EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT This Endorsement does not cover liability: 1. Which is already excluded under the Policy. 2. Which is more specifically insured against in any other section of this Policy. 3. Arising out of acts, errors or omissions which occurred or allegedly occurred prior to the Retroactive Date specified in the Schedule. 4. Arising out of any facts or circumstances of which the Insured was aware of prior to the commencement of the Period of Insurance or which a reasonable person in the Insured's position would have considered may give rise to a Claim. 5. Assumed under contract or agreement unless such liability would have attached in the absence of such contract or agreement. 6. Arising from an Occurrence which is inevitable having regard to the circumstances and nature of the work undertaken. 7. Arising from or in connection with advice, consultancy, specification, supervision or other Professional Duty given or undertaken by the Insured not in relation to the Business. 8. Arising out of conspiracy, conversion, deceit, inducement, breach of contract, injurious falsehood or fraudulent, criminal or malicious act or omission of the Insured. 9. Arising in North America or in respect of any Claims which would be subject to the jurisdiction of the Courts of North America. 10. Incurred by or caused by a Director or Officer of the Insured whilst acting within the scope of their duties in such capacity.

DEFINITIONS APPLICABLE TO THIS ENDORSEMENT Claim or Claims means (i) Any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third or similar party notice issue against or serviced upon the Insured or (ii) The receipt by the Insured of any written or verbal notice of demand for compensation made by a third party against them. Professional Duty means the duty owed in a professional capacity by all Insured's listed in the schedule but only whilst acting in that specific professional capacity at the time for and behalf of the Insured entities.

CONDITIONS APPLICABLE TO THIS ENDORSEMENT 1. The Insured shall, as a condition precedent to their right to be indemnified under this Endorsement give to the Insurer as soon as practicable notice in writing during the Period of Insurance: (i) of any Claim(s) made against the Insured. (ii) of the receipt of notice from any person of an intention to make a Claim against the Insured. 2. The Insured shall give to the Insurer, as soon as practicable, notice in writing during the Period of Insurance of any circumstance of which they become aware during the Period of Insurance, likely to give rise to a Claim against them. If, during the Period of Insurance, the Insured becomes aware of any circumstances which might subsequently give rise to a Claim under this Endorsement and elect, during the Period of Insurance, to give written notice to the Insurer of such circumstances, then any such Claim which might subsequently arise out of such circumstances will be deemed to have been made during the Period of Insurance.

The retroactive date in respect to this endorsement is:-

ACT Football Federation (Capital Football) 9th September 2005
Football Federation Tasmania Ltd 31st October 2011
Football Federation SA Inc 1st April 2008
Football West Limited 16th December 2004
Football Federation Victoria (FFV) Inc 1st January 2003
Football Queensland Ltd 4th February 2004
Football Federation Northern Territory Inc 31st December 2011
Football NSW Limited 31st December 2003
Northern NSW Football Limited 31st December 2003

CONSTRUCTION LIMITATION

This Policy does not cover Personal Injury or Property Damage arising out of or in any way connected with the construction, erection, alteration, demolition of and/or addition to buildings by or on behalf of the Insured. However, this exclusion shall not apply to the construction, erection, alteration, demolition of and/or addition to buildings by or on behalf of the Insured where the total value of such works does not exceed \$100,000

ENDORSEMENTS

It is hereby declared and agreed Supplementary Payments is endorsed to include the following:-

"vi indemnify the Insured for all legal costs and charges and such other reasonable expenses incurred with the Insurer's written consent including actual costs of salaries or wages for attendance of the Insured at hearings, trials or coronial enquires whether civil, criminal or appellate, and such costs, charges and expenses shall be payable in addition to the limit of liability

It is hereby declared and agreed the definition of Insured is amended to include Work Experience Students, Commentators and board sub-committees (i.e. Audit & Risk Committee and Legal & Regulatory Committee), Advisory Committees, Standing Committees, Disciplinary Tribunals and Competition Review Committees.

It is hereby declared and agreed exclusions 23 Smoking and exclusion 27 Welding and allied processes are deleted in full

It is hereby declared and agreed the words "Inevitable Event" are deleted from the "Breach of Professional Duty Extension (SLE) endorsement

Endorsement 14 is deleted in full

The following exclusion is added to the policy.

Virus, Disease and Pandemic Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that the Policy does not insure any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly occasioned by, arising from, caused by, happening through, or in consequence of, or otherwise attributable to any one or more of the following:

1. Coronaviruses
2. Coronavirus disease (COVID-19);
3. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
4. Any mutation of or variation of or evolution of 1), 2) or 3) above;
5. Identification, clean up, detoxification, removal, monitoring or testing for 1), 2), 3) or 4) above;
6. Any infectious or contagious disease that is declared, categorized, or otherwise referred to as a pandemic by either (i) the World Health Organization, or (ii) any governmental public health agency of a country directly affected by the disease, regardless of when the declaration occurred;
7. Any fear, threat or act in anticipation, whether rational or unfounded, of 1), 2), 3), 4), 5) or 6) above.

Except as otherwise provided in this Exclusion, all terms, provisions and conditions of the Policy shall have full force and effect.

SPECIFIED ACTIVITIES EXCLUSION

This Policy does not cover liability in respect of Personal Injury, Property Damage or Advertising Liability arising out of or caused by or in connection with the following activities undertaken by or on behalf of the Insured; Erection of temporary structures by the Insured. However this exclusion shall not apply to the Insured's vicarious liability where the Insured has engaged a third party to erect and dismantle temporary structures. It is further agreed this third must provide proof of liability insurance.

Temporary Structures means any constructed or erected structure for the purpose of a viewing platform or filming of soccer. Temporary structures does not include any fixed structure.

PARTICIPANTS

It is hereby declared and agreed the following definition and clause is added to the policy:-

"Participant"

(a) Any registered participant of the Insured or social member of the club or volunteer (but not any employee of the Insured) but only whilst acting in connection with the club activities and whilst conforming to club rules and by-laws. Where the person claiming indemnity under this sub-clause is entitled to indemnity under any other policy of insurance, the indemnity granted herein will only apply in respect of any amount in excess of that provided by such other policy.

(b) Players, coaches, managers, referees, team workers, officials and other personnel who have been granted proper authorisation to enter any restricted area(s) and are engaged in and appropriately registered for the purpose of participating in the sport named in the Schedule.

PARTICIPANT LIABILITY

The Insured is indemnified in respect of a claim for personal injury or property damage brought by or in respect of a participant competing and/or practising in a covered activity. This insurance does not apply to claims or accidents brought by one participant against another participant for personal injury or property damage occurring whilst competing and/or practicing in a covered activity.

For the purpose of this clause "covered activity" means the sport referred to in the Schedule and/or an activity in the nature of the Business.

Provided further that nothing contained in this special clause shall be deemed to increase the limit of the Insurer's liability (as set forth herein).

Stamped & Dated:

10 November 2022



for and on behalf of SLE Worldwide Australia Pty Limited
ABN 15 066 698 575 AFSL 237268
PO Box H308 Australia Square NSW 1215 Phone: +61 2 9249 4850



BROADFORM LIABILITY POLICY



SLE Worldwide Australia Pty Ltd
(ABN 15 066 698 575)

AFS License No: 237268

Address: Level 11, 56 Clarence Street
Sydney NSW 2000 Australia

Postal: PO BOX H308
Australia Square NSW Australia

T + 61 2 9249-4850
F + 61 2 9249-4840

W sleaustralia.com.au

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Introduction

The Policy wording, Schedule (including any Schedule substituted for the original Schedule) and any Endorsements are to be read together. Any word or expression which has been given a specific meaning has that meaning wherever it appears.

The Insured named in the Schedule, having provided a Proposal to the Insurers and subject to the payment of the premium specified in the Schedule, the Insurers severally agree each for their respective proportion and subject to the terms, exclusions, limitations and conditions contained in or endorsed on the Policy, to provide the insurance set out in this Policy.

SLE Worldwide Australia Pty Limited (hereinafter called "SLE") has effected this Policy under an authority, given to SLE by the named Insurers. SLE has effected the insurance as an agent of the Insurers and not an agent of the Insured. SLE is authorised to enter into, renew, cancel and administer the Policy and deal with and settle claims under it, on the Insurer's behalf.

The amount of premium specified in the Schedule is the amount due to the Insurer and any commission allowed by them is to be regarded as remuneration for SLE placing this insurance.

Duty of Disclosure

The Insurance Contracts Act 1984 (as amended by The Insurance Contracts Amendment Act 2013 (Cth) 2013 Amendment) requires a proposer / Insured before they enter into a Policy with an Insurer, to provide the Insurer with the information needed to enable the Insurer to decide whether and on what terms to provide cover. The Insurer asks various questions when the proposer / Insured applies for cover and when these questions are answered, the proposer/ Insured must:

- give honest and complete answers; and
- tell the Insurer everything known to the proposer / Insured; and which a reasonable person in the circumstances, would include in answer to the questions.

The Insurer will use the answers in deciding whether to offer insurance, and on what terms.

If the proposer / Insured varies, renews, extends, reinstates or replaces the Policy the proposer's / Insured's duty is to tell the Insurer before that time, every matter known to the proposer / Insured which:

- the proposer/ Insured knows; or
- a reasonable person in the circumstances could be expected to know,

is relevant to the Insurer's decision whether to insure the proposer / Insured and whether any special conditions need to apply to the Policy.

The proposer / Insured does not need to tell the Insurer about any matter that:

- diminishes the Insurer's risk;
- is of common knowledge;
- the Insurer knows or should know in the ordinary course of the Insurer's insurance business;
- or
- the Insurer tells the proposer / Insured they do not need to know.

Who does the duty apply to?

It is important that the proposer / Insured understands they are answering our questions in this way for themselves and the insured persons.

What happens if the duty is breached?

If the duty is breached the Insurer may cancel the Policy or reduce the amount they pay for any claim. If fraud is involved, the Insurer may refuse to pay a claim and treat the Policy as if it never existed.

Privacy Statement

The Insurer respects the privacy of the proposer and the insured persons. SLE is bound by the Privacy Act 1988 (Cth) and its principles when they collect and handle personal information.

SLE collects information about the proposer / Insured to process, assess and verify any application and claims that may be made; administer and manage the products or services provided; and provide the proposer / Insured with information about other products or services that may be of benefit to the proposer / Insured. SLE handles all personal information it collects in accordance with the Privacy Act.

If the proposer / Insured does not provide the information sought by SLE, it may affect SLE's ability to provide and administer its products and services. The proposer / Insured has a duty under insurance law to disclose all relevant information. Please refer to the application form for further details of this duty, and the consequences of not complying with it.

If reasonable and practicable, the Insurer will only collect personal information from the proposer / Insured, but from time to time the Insurer may also collect it from other persons and entities.

SLE may disclose personal information to:

- their agents and contractors who provide financial, legal and administrative services;
- mailing houses and document service providers;
- financial institutions, insurers and re-insurers;
- claims investigators and assessors;
- insurance industry reference bodies and industry complaint tribunals;
- the Insurer's local and overseas related entities;
- government agencies including the Australian Taxation Office, where there is a suspicion of unlawful activity;
- the Privacy Compliance Committee;
- where the Insurer collects the proposer / Insured's information from someone else, or another entity then they may disclose any of the Insured's personal information to that person or entity.

The proposer / Insured can request access at any time to personal information the Insurer holds about the Insured. The proposer / Insured may ask the Insurer at any time to correct this information where they believe it is incorrect or out of date.

The proposer / Insured may be charged the reasonable expenses incurred in giving any information requested (such as searching and photocopying costs).

The proposer / Insured can request a copy of SLE's Privacy Policy or make a complaint about the privacy of the proposer / Insured's personal information by contacting SLE's Privacy Officer at:

SLE Worldwide Australia Pty Limited
Level 11, 56 Clarence Street, Sydney, NSW 2000
Ph: 02 9249 4850 Fax: 02 9249 4840

If the proposer / Insured has a complaint they can be assured that an officer with appropriate authority will deal with it. If the proposer / Insured remains dissatisfied with the way in which a complaint is handled the Insurer can advise of how to take any complaint to the Privacy Compliance Committee. If the proposer / Insured is not satisfied with the determination of the committee they may refer the complaint to the Privacy Commissioner.

The proposer / Insured also agrees that should the proposer / Insured have supplied such information (such as a name) about any other person, they will tell that other person that such information has been provided to the Insurer and show the person this document.

General Insurance Code Of Practice

The Insurance Council of Australia has developed a General Insurance Code of Practice. The Code aims to raise the standards of practice and service in the Insurance Industry and it includes the following:

- The Insurer will tell the Insured in plain language what information is needed to assess a claim. The Insurer will only ask for information that is relevant to the Insurer's decision.; and
- The Insurer will respond promptly to any request made for assistance with a claim and it will be considered and assessed promptly.

SLE and each insurer proudly support the General Insurance Code of Practice apart from any claims adjusted outside Australia. The Code and further information about it is available at <http://www.codeofpractice.com.au>

Dispute Resolution

Step 1: Contact Us

If you are not satisfied with the Insurer's service please tell us and we will endeavour to resolve your concern or complaint immediately. If we are unable to resolve the concern or complaint immediately, we will respond within 45 business days of receipt of information from you (or agree on a reasonable time frame with you).

Any complaint will be handled by a person with appropriate knowledge or experience (and if the complaint is about a person, the complaint handler will not be the person who is the subject of the complaint).

You can contact us letter addressed to:
SLE Worldwide Australia Pty Limited
Level 11, 56 Clarence Street,
Sydney NSW 2000
Or by Telephone: 02 9249 4850.

If SLE is unable to resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should then contact the Insurer

Step 2: Contact the Insurer

Lloyd's Underwriters' General Representative in Australia
Lloyd's Australia Ltd
Lvl 9, 1 O'Connell Street, Sydney NSW 2000
Telephone Number: (02) 8298 0700
Fax: (02) 8298 0788
Email: ldraustralia@loyds.com

If the Insurer is unable to resolve your dispute to your satisfaction you may be able to refer the dispute to AFCA:

Step 3: Contact AFCA

Australian Financial Complaints Authority (AFCA)
GPO Box 3
Melbourne VIC 3001,
National Toll Free No 1800 931 678
Email: info@afca.org.au.

AFCA provides free, fast and binding dispute resolution to consumers and small businesses. Further details are available from Lloyd's Australia Limited at the address above or visit the AFCA website: www.afca.org.au

Service of Suit Clause

The Insurer agrees that:

In the event of a dispute arising under this Insurance, the Insurer at the request of the Insured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court. Any summons notice or process to be served upon the Insurer's may be served upon:

Lloyd's Underwriters' General Representative in Australia
9/1 O'Connell St, Sydney NSW 2000
Telephone Number: (02) 9223 1433

who has authority to accept service and to enter an appearance on the Insurers' behalf, and who is directed at the request of the Insured to give a written undertaking to the Insured that he will enter an appearance on the Insurer's behalf.

If a suit is instituted against any one of the Underwriters, all Underwriters hereon will abide by the final decision of any such Court or any competent Appellate Court.

Insurance Cover

This Policy insures all amounts, which the Insured becomes legally liable to pay as Compensation in respect of Personal Injury, Property Damage or Advertising Liability happening within the Territorial Limits during the Period of Insurance as a result of an Occurrence in connection with the Business or the Products, up to the Limit of Liability and subject to the other Policy terms and conditions.

Supplementary Payments

In addition, the Insurer will:

- (i) defend, in the Insured's name and on the Insured's behalf, any claim or suit against the Insured alleging such Personal Injury, Property Damage or Advertising Liability

seeking damages even if any of the allegations of such claim are groundless, false or fraudulent.

- (ii) pay all charges, expenses and legal costs incurred by the Insurer or by the Insured with the Insurer's written consent (which will not be unreasonably withheld, conditioned, or delayed) in the investigation, reporting, settlement or defence of such claim or suit.
- (iii) pay all legal costs (whether assessed or agreed) against the Insured in any such suit or claim and all interest on the judgment or settlement amount accruing after the entry of judgement against the Insured until the Insurer has paid, tendered or deposited in court such part of the judgement as does not exceed the Limit of Liability.
- (iv) pay expenses incurred by the Insured for:
 - (a) providing first aid to others for Personal Injury which is covered by this Policy (other than medical expenses prohibited by law);
 - (b) temporary protection of damaged or undamaged property of any person or party, including temporary repairs, shoring up or unpinning thereof.
 - (c) purchasing , hiring or erection and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which the Insured must provide in compliance with the requirements of any Government, Local Government or other Statutory Authority.
 - (v) pay all legal costs incurred by the Insured with the Insurer's consent for representation of the Insured at any Coronial Inquest, Inquiry or any proceedings in any court or tribunal in connection with liability insured against by this Policy.

The amounts of such Supplementary Payments incurred, except payments in settlement of claims and suits, are payable by the Insurer in addition to the applicable Limit of Liability of this Policy.

However, in respect of any claims or suits originating in any court in North America, the applicable Limit of Liability shown in the Schedule shall be inclusive of all Supplementary Payments and not additional to it.

In the event of a payment exceeding the Limit of Liability being made to finalise a claim, the liability of the Insurer to pay costs, expenses and interest under the Policy shall be limited to that proportion of those costs, expenses and interest as the Limit of Liability bears to the amount paid to finalise the claim.

Limits of Liability and Excess

The Limit of Liability is the amount stated in the Schedule. This is the maximum amount the Insurer will pay for any one Occurrence provided that, for all legal liability directly or indirectly arising out of the Products, the Insurer's total aggregate liability during any one Period of Insurance will not exceed the Limit of Liability. The Limit of Liability is inclusive of and not additional to any applicable Excess. However, in respect of any sub limited items the sub limit shall be additional to any applicable Excess.

The Insured must pay the Excess for each Occurrence, including for any Supplementary Payments made.

Policy Definitions

For the purpose of determining the cover provided by this Policy:

1. "Advertising Liability" means:

Liability arising out of:

- (i) defamation, or
- (ii) any breach of the misleading or deceptive conduct provisions of the Competition and Consumer Act 2010 or any Fair Trading or similar legislation of any country, state or territory; or
- (iii) any infringement of copyright or passing off of title or slogan; or
- (iv) unfair competition, piracy, misappropriation of advertising ideas or style of doing business; or
- (v) invasion of privacy;

committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast and caused by or arising out of the advertising of the Insured's Products or services.

2. "Aircraft" means any craft or object designed to travel through air or space, other than model aircraft.

3. "Business" means the business as described in the Schedule (and, where applicable, as further described in any more specific underwriting information provided to the Insurer at the time when this insurance was negotiated) and shall include:

- (i) the ownership and maintenance of premises or the tenancy thereof by the Insured.
- (ii) the provision of any sponsorships, charities, first aid, medical, ambulance or fire fighting services by the Insured or on the Insured's behalf.
- (iii) private work undertaken by the Insured's employees for any of the Insured's directors, partners, proprietors, officers or executives.
- (iv) the provision of any canteen, social or sporting clubs or welfare or child care facilities by the Insured or on the Insured's behalf, which are primarily for the benefit of the Insured's employees.

4. "Compensation" means monies paid or agreed to be paid by judgment, award or settlement for Personal Injury, Property Damage or Advertising Liability. Provided that such Compensation is only payable in respect of an Occurrence to which this insurance applies.

5. "Computer System" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

6. "Contracted Labour" means hired labourers, contractors or sub-contractors or any employee of any hired labourers, contractors or sub-contractors whilst engaged by the Insured to replace or supplement the Insured's workforce thus performing work on the Insured's behalf or for the Insured's benefit. The term Contracted Labour does not mean occasional maintenance or repair contractors specifically engaged for such occasional maintenance or repair of the Insured's assets other than the Insured's stock in trade or Products.

7. "Cyber Act" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

8. "Cyber Incident" means:

- (i) a failure to act, any error or omission or series of related failures to act, errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- (ii) a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust involving access to, processing of, use of or operation of any Computer System; or
- (iii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

9. "Cyber Loss" means any actual or alleged loss, damage, liability, claim, cost, statutory fine, penalty or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

10. "Data" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

11. "Employment Practices" means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment or prospective employment by the Insured.

12. "Excess" means the amount of money specified in the Schedule or otherwise stated in the Policy as the Excess that the Insured must pay or contribute as the first payment for each Occurrence giving rise to a claim, including Supplementary Payments.

13. "Hovercraft" means any vessel, craft or device made or intended to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

14. "Incidental Contracts" means:

- (i) any written rental agreement or lease of real or personal property entered into for the purpose of the Business described in the Schedule that does not carry an obligation to insure such property or be strictly liable regardless of fault.
- (ii) any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities.
- (iii) any written contract with any railway authority for the loading, unloading or transport of Products, including contracts relating to the operation of railway sidings.
- (iv) those contracts specified in the Schedule.

15. "The Insured" means:

- (i) the person(s), corporations or other organisations specified in the Schedule,
- (ii) all existing subsidiaries (including subsidiaries thereof) or any other entity under the Insured's control over which the Insured exercises active management which are incorporated in the Commonwealth of Australia

- (iii) every subsidiary or other organisation of the Insured which is divested during the Period of Insurance, but only in respect of claims made against such divested subsidiary, related or controlled corporation or organisation caused by or arising out of Occurrences insured against by this Policy, which occurred prior to the divestment but during the Period of Insurance.
- (iv) every past, present or future director, stockholder or shareholder, partner, proprietor, officer, executive, employee of the Insured (including the spouse of any such person while accompanying such person on any commercial trip or function in connection with the Business) or volunteer while such persons are acting for or on behalf of the Insured or within the scope of their duties in such capacities.
- (v) any employee superannuation fund or pension scheme managed by or on behalf of the Insured, and the trustees and the directors of the trustee of any such employee superannuation fund or pension scheme which is not administered by corporate fund managers.
- (vi) every Principal in respect of such Principal's vicarious liability arising out of the performance by or on behalf of the Insured of any contract or agreement for the performance of work for such Principal, but only to the extent required by such contract or agreement and in any event only for such coverage and Limits of Liability as are provided by this Policy.
- (vii) every person, corporation, organisation, trustee or estate to whom or to which the Insured is obligated by reason of law (whether written or implied) to provide insurance such as is afforded by this Policy, but only to the extent required by such law and in any event only for such coverage and Limits of Liability as are provided by this Policy.
- (viii) every officer, member, employee or voluntary helper of the Insured's canteen, social and/ or sporting clubs, first aid, medical, ambulance or fire fighting services, charities, welfare or child care facilities, while acting in their respective capacities as such.
- (ix) any director, partner, proprietor, officer or executive of the Insured in respect of private work undertaken by the Insured's employees for such person and any employee whilst actually undertaking such work.
- (x) every party including joint venture companies and partnerships to whom the Insured is obligated by virtue of any contract or agreement to provide insurance such as is afforded by this Policy; but only to the extent required by such contract or agreement and in any event only for such coverage and Limits of Liability as are provided by this Policy.

16. "Medical Persons" means

- (i) legally qualified registered nurses and first-aid attendants;
- (ii) legally qualified medical practitioners and dentists not directly employed by the Insured.

17. "North America" means:

- (i) the United States of America and the Dominion of Canada,
- (ii) any state, territory or protectorate incorporated in, or administered by, the United States of America or the Dominion of Canada; and
- (iii) any country or territory subject to the laws of the United States of America or the Dominion of Canada.

18. "Occurrence" means an event or events, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury, Property Damage or Advertising Liability that is neither expected nor intended (except assault and battery as detailed in the definition 20(v) Personal Injury) from the standpoint of the Insured.

With respect to Personal Injury or Property Damage, all events of a series consequent upon or attributable to one source or original cause shall be deemed to be one Occurrence.

All Advertising Liability arising out of the same injurious material or act (regardless of frequency or repetition thereof, the number and type of media used or the number of claimants) shall be deemed to be one Occurrence.

19. "Period of Insurance" means the Period of Insurance specified in the Schedule and any extension thereof which may be agreed in writing between the Insured and the Insurer.

20. "Personal Injury" means:

- (i) bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish or mental injury;
- (ii) false arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation;
- (iii) wrongful entry or wrongful eviction or other invasion of privacy;
- (iv) defamation of character;
- (v) assault and battery not committed by or at the Insured's direction, unless committed for the purpose of preventing or eliminating danger to persons or property.

21. "Policy" means this document and any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it, the Schedule and the Proposal.

22. "Pollutants" means any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise including smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste material. 'Waste material' includes materials that are intended to be recycled, reconditioned or reclaimed.

23 "Principal" means a person or entity that employs another to do any act for their own benefit, or on their own account.

24. "The Products" means anything manufactured, constructed, erected, assembled, installed, grown, extracted, produced or processed, treated, altered, modified, repaired, serviced, bottled, labelled, handled, sold, supplied, re-supplied or distributed, imported or exported, by or on behalf the Insured (including the Insured's predecessors in the Business), including any packaging or containers (other than a Vehicle) thereof, including the design, formula or specification, directions, markings, instructions, advice or warnings given or omitted to be given in connection with such products and anything which, by law or otherwise, the Insured is deemed to have manufactured in the course of the Business including discontinued products.

Provided always that for the purpose of this insurance the term "Products" shall be deemed not to include:

- (i) food and beverages supplied by or on the Insured's behalf to the Insured's employees as a staff benefit or,
- (ii) any vending machine or any other property rented to or located for use of others but not sold by the Insured;

and any claims made against the Insured in respect of Personal Injury or Property Damage arising out of any Occurrence in connection with (i) or (ii) shall be regarded as Public Liability claims.

25. "Products Liability" means the Insured's legal liability for Personal Injury or Property Damage caused by or arising out of any Products or the reliance upon a representation or warranty made at any time with respect to such products; but only where such Personal Injury or Property Damage occurs away from premises owned or leased by or rented to the Insured and after physical possession of such products has been relinquished to others.

26. "Property Damage" means:

- (i) physical loss, destruction of or damage to tangible property, including the loss of use resulting therefrom, or
- (ii) loss of use of tangible property that has not been physically damaged, physically lost or physically destroyed provided such loss of use is caused by physical damage to, physical loss of or physical destruction of other tangible property provided that such loss of use is caused by or arises out of an Occurrence.

27. "Proposal" means the application form or any other type of submission completed by or on behalf of the Insured in which the Insured or the Insured's representative has provided the information upon which the Insurer relied to enter into this Policy.

28. "Public Liability" means the Insured's legal liability for Personal Injury or Property Damage happening during the Period of Insurance within the Territorial Limits as a result of an Occurrence happening in connection with the Business other than Products Liability.

29. "Schedule" means the most current Schedule issued by the Insurer in connection with this Policy. The Policy details are set out in the Schedule and must be read in conjunction with the Policy wording. If there is any conflict between the wording on the Schedule and that which appears in the Policy wording then it is the wording on the Schedule which will prevail.

30. "Territorial Limits" means:

- (i) anywhere in the Commonwealth of Australia and its external territories;
- (ii) elsewhere in the World other than North America, but excluding any claims or actions instituted within any country, state or territory where the law requires that such liability only be insured or secured with an insurer or organisation licensed or authorised in that country, state or territory.
- (iii) overseas business visits by any of the Insured's directors, partners, officers, executives or employees but not where they perform manual work in North America.

In respect of the Products the indemnity granted in relation to such Products shall not apply to claims in respect of Personal Injury or Property Damage or Advertising Liability happening in North America where such Products have been exported to North America with the Insured's knowledge.

31. "Terrorism" means an Act of Terrorism including any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, ethnic or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (i) involves violence against one or more persons, or

- (ii) involves danger to property; or
- (iii) endangers life other than that of the person committing the action; or
- (iv) creates a risk to health or safety of the public or a section of the public; or
- (v) is designed to interfere with or to disrupt an electronic system.

32. "Tool of Trade" means a Vehicle that has tools, implements, machinery or plant forming part of or attached to or towed by the Vehicle and is being used by the Insured at their premises or on any Worksite. Tool of Trade does not include any Vehicle whilst travelling to or from a Worksite or Vehicles that are used to carry goods to or from any premises.

33. "Vehicle" means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power, and any trailer or other attachment to be utilised in conjunction with or drawn by any such machine.

34. "Watercraft" means any vessel, craft or thing made or intended to float on or in or travel on or through water, other than a Hovercraft.

35. "The Insurer" means the Insurer or Insurers shown in the Schedule.

36. "Worksite" means any premises or site where any work is performed for or in connection with the Business.

Policy Exclusions

This Policy does not cover any liability;

1. Aircraft, Hovercraft

for Personal Injury or Property Damage arising from the ownership, maintenance, operation or use by the Insured of any Aircraft or Hovercraft.

2. Aircraft Products

for Personal Injury or Property Damage arising out of any Products which, with the Insured's knowledge, is intended for incorporation into the structure, machinery or controls of any Aircraft.

3. Asbestos

for Personal Injury or Property Damage (including loss of use of property) directly or indirectly caused by or arising from exposure to asbestos or materials containing asbestos.

4. Assumed Liability

liability which has been assumed by the Insured under any contract or agreement that requires the Insured to:

- (i) effect insurance over property, either real or personal.
- (ii) assume liability for, Personal Injury or Property Damage regardless of fault; provided that this exclusion shall not apply with regard to:
 - a. liabilities which would have been implied by law in the absence of such contract or agreement; or
 - b. liabilities assumed under Incidental Contracts; or

- c. terms regarding merchantability, quality, fitness or care of the Products which are implied by law or statute; or
- d. liabilities assumed under the contracts specifically designated in the Schedule or in any endorsement(s) to this Policy.

5. Breach of Professional Duty

arising out of any breach of duty owed in a professional capacity by the Insured or any person(s) for whose breaches the Insured may be held legally liable, but this exclusion shall not apply to claims:

- (i) arising out of advice which is given by the Insured for no fee or,
- (ii) arising out of advice given in respect of the use or storage of the Products or,
- (iii) arising out of the rendering of or failure to render professional medical advice by Medical Persons engaged by the Insured to provide first aid and other medical services on the Insured's premises provided that the Business is not involved in the provision of medical services, and,

which result in Personal Injury or Property Damage.

6. Cyber exclusion (Total)

for Personal Injury, Advertising Liability, Property Damage or, Errors and Omissions arising out of or caused by or in connection with Cyber Loss, or loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data;

This Exclusion supersedes any provision in the Policy or any Endorsement bearing on Cyber Loss.

7. Damage to the Products

for Property Damage to the Products where such damage is directly caused by a fault or defect in such Products.

8. Defamation

for defamation:

- (i) resulting from statements made prior to the commencement of the Period of Insurance.
- (ii) resulting from statements made at the Insured's direction with knowledge that such statements are false.
- (iii) related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the Insured if the Insured's principal occupation is advertising, broadcasting, publishing or telecasting.

9. Employers Liability

- (i) for Personal Injury to any Worker in respect of which the Insured is or would be entitled to indemnity under any policy of insurance, fund, scheme or self insurance pursuant to or required by any legislation relating to Workers' Compensation or Accident Compensation whether or not such policy, fund, scheme or self insurance has been effected.

Provided that this Policy will respond to the extent that the Insured's liability would not be covered under any such policy, fund, scheme or self insurance arrangement had the Insured complied with its obligations pursuant to such law.

(ii) imposed by:

the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination or contract of employment or workplace agreement or any law relating to Employment Practices.

For the purpose of this Exclusion

the term 'Worker' means any person deemed to be employed by the Insured pursuant to any Workers' Compensation Law. Voluntary workers and work experience students shall not be deemed to be the Insured's Workers.

10. Fines, Penalties, Punitive, Exemplary or Aggravated Damages

for any fines, penalties, punitive, exemplary or aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

11. Liquidated Damages

arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that such liability would have attached and be otherwise covered by this Policy in the absence of such clauses or warranties.

12. Loss of Use

for loss of use of tangible property, which has not been physically lost, destroyed or damaged, arising out of:

- (i) a delay in or lack of performance by or on behalf of the Insured of any contract or agreement; or
- (ii) failure of the Products or work performed by or on behalf of the Insured to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the Insured; but this exclusion shall not apply to the Insured's liability for loss of use of other tangible property resulting from sudden and accidental physical loss, destruction of or damage to the Products or work performed by or on behalf of the Insured, as a result of an Occurrence and after such products or work have been put to use by any person or organisation other than the Insured.

13. Microorganism

for any Personal Injury, Property Damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mould, mildew, fungus and/or spores.

This Exclusion applies regardless whether there is:

- (i) any Property Damage;
- (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence;
- (iii) any loss of use, occupancy or functionality; or

- (iv) any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part for these matters other than Personal Injury or Property Damage arising from mould, mildew, fungus and/or spores that are on, or are contained in products intended for ingestion by humans or animals and that are covered by this Policy.

14. Communicable Disease Exclusion

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

15. Pollution

- (i) for Personal Injury or Property Damage directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or any water course or body of water.
- (ii) for the cost of testing and monitoring for, removing, nullifying, or cleaning up of Pollutants.

Provided that, with respect to any such liability which may be incurred anywhere other than North America, exclusions 15(i) and 15(ii) shall not apply where such discharge, dispersal, release or escape is caused by a sudden, identifiable, unintended and unexpected event from the standpoint of the Insured which takes place in its entirety at a specific time and place.

- (iii) for the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants caused by any of the Products that have been discarded, dumped, abandoned or thrown away by others.

16. Product Guarantee

for any Products warranty or guarantee given by or on behalf of the Insured, but this exclusion shall not apply to the requirements of any Federal or State legislation as to product safety and information.

17. Product Recall

for damages, costs or expenses arising out of the withdrawal, recall, inspection, repair, reconditioning, modification, reinstallation, replacement or loss of use of any Products where such Products are withdrawn or recalled from the market or from use by any person or organisation because of any known, alleged or suspected defect or deficiency in such Products.

18. Property in Physical or Legal Control

- (i) for Property Damage to property owned by the Insured or,
- (ii) for Property Damage to property in the Insured's physical or legal care, custody or control but this exclusion shall not apply with regard to:
 - a. the personal property, tools and effects of any of the Insured's directors, partners, proprietors, officers, executives or employees, or the clothing and personal effects of any of the Insured's visitors.
 - b. premises or part(s) of premises (including their contents) leased or rented to, or temporarily occupied by, the Insured for the purpose of the Business, but no cover is provided by this Policy if the Insured has assumed the responsibility to insure such premises.
 - c. any other property temporarily in the Insured's possession for the purpose of being worked upon; but no indemnity is granted for damage to that part of any property upon which the Insured is or has been working if the damage arises out of such work.
 - d. any Vehicle (including its contents, spare parts and accessories while they are in or on such Vehicle) not belonging to or used by the Insured, whilst any such Vehicle is in a car park owned or operated by the Insured; provided that the Insured does not operate the car park for reward as part of the business.
 - e. any other property (except property owned by the Insured) whilst in the Insured's physical or legal care, custody or control where the Insured has accepted or assumed legal liability for such property. Provided that the Insurer's liability under this clause shall not exceed \$100,000, or any other sublimit as shown in the Schedule, in respect of any one claim or series of claims arising out of any one Occurrence and in the aggregate any one Period of Insurance.

19. Nuclear and Radioactive Contamination

for radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion. Provided that this exclusion shall not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

20. Rectification of Faulty Workmanship

for the cost or expenses of performing, completing, correcting or improving any work, or service undertaken or Product supplied by or on behalf of the Insured.

21. Sanction Laws

Any liability where the provision of indemnity under the Policy violates any applicable trade or economic sanctions, laws or regulations of the United Nations, European Union, United Kingdom, United States of America, Australia or any other applicable international or national trade or economic sanctions, laws or regulations.

22. Silica

This Policy does not cover any liability for Personal Injury or Property Damage (including loss of use of property) directly or indirectly caused by or arising from exposure to silica or materials containing silica.

23. Smoking

for any Personal Injury directly or indirectly arising out of or in any way connected with, the inhalation or ingestion of or exposure to tobacco or tobacco smoke or any ingredient or additive present in any articles, items or goods which contain or include tobacco.

24. Terrorism

for loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Provided that, this exclusion also excludes loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

25. TSE

for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, or in consequence of, or in any way involving any actual or probable causal elements (e.g. prions) and any connected, possible illness in the area of transmissible spongiform encephalopathy (TSE) such as, for example, bovine spongiform encephalopathy (BSE) or new variant Creutzfeldt-Jakob disease (CJD) whether affecting humans or animal life.

26. Vehicles

for Personal Injury or Property Damage arising out of the ownership, possession or use by the Insured of any Vehicle:

- (i) which is registered or which is required under any legislation to be registered, or
- (ii) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of legislation (whether or not that insurance is effected);

but Exclusions 26(i) and 26(ii) shall not apply to:

- (iii) Personal Injury where:
 - a. that compulsory liability insurance or statutory indemnity does not provide indemnity, and
 - b. the reason or reasons why that compulsory liability or statutory indemnity does not provide indemnity do not involve a breach by the Insured of legislation relating to Vehicles.
- (iv) any Vehicle (including any tool or plant forming part of or attached to or used in connection with such Vehicle) whilst being operated or used by or on behalf of the Insured as a Tool of Trade at the Insured's premises or on any Worksite.

- (v) the delivery or collection of goods to or from any Vehicle.
- (vi) the loading or unloading of goods to or from any Vehicle.
- (vii) any Vehicle temporarily in the Insured's custody or control for the purpose of parking.

27. Welding and allied processes

arising out of the Insured's or other persons working on behalf of the Insured not having strictly complied with the relevant Australian Standard as set out in the Standard or as amended when involved in welding, thermal or oxygen cutting or heating or other related heat producing or spark producing operations.

28. War

for war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under order of any government or public or local authority.

29. Watercraft

for Personal Injury or Property Damage arising from the ownership, operation or use by the Insured of any Watercraft exceeding eight (8) metres in length, whilst such Watercraft is afloat. Provided that this exclusion shall not apply with regard to claims arising out of Watercraft owned by others and used by the Insured for business entertainment.

Claims Procedures

1. Goods and Services tax

The Insured must inform the Insurer of the extent to which they are entitled to an input tax credit for the premium each time that a claim is made under this Policy. No payment will be made to the Insured for any GST liability that arises on the settlement of a claim under this Policy when the Insurer has not been informed of the Insured's entitlement or correct entitlement to an input tax credit.

Notwithstanding anything contained in this Policy (including the Schedule and any endorsements attached hereto) to the contrary, the Insurer's liability will be calculated after taking into account:

- (i) any input tax credit to which the Insured, or any claimant against the Insured, is entitled for any acquisition relevant to a claim paid under this Policy; and
- (ii) any input tax credit to which the Insured, or any claimant against the Insured, would have been entitled were the Insured or the claimant to have made a relevant acquisition; and
- (iii) the GST exclusive amount of any supply made by the Insured which is relevant to the Insured's claim.

If the applicable Limit of Liability is not sufficient to cover the claim, the Insurer will only pay GST (less any relevant input tax credit) that relates to the Insurer's proportion of the claim.

The terms 'GST', 'input tax credit', 'acquisition' and 'supply' have the meanings ascribed to them in the A New Tax System (Goods and Services Tax) Act 1999.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, Claims Conditions, General Conditions, Exclusions or Definitions of this Policy other than as stated above.

2. Notification of occurrence, claim or suit

The Insured shall give:

- (i) written notice to the Insurer, as soon as reasonably practicable, of any claim made against the Insured or any Occurrence that may give rise to a claim being made against the Insured and which is covered by this Policy.
- (ii) all such additional information that the Insurer may reasonably require and every demand, writ, summons, proceedings, impending prosecution or inquest and all documents relating to the claim or Occurrence shall be forwarded to the Insurer as soon as practicable after they are received by the Insured.

3. The Insurers rights regarding claims

Following the happening of any Occurrence in respect of which a claim is, or may be, made under this Policy, the Insurer shall have full discretion in the conduct of any proceedings in connection with any claim. The Insured shall give such information and assistance that the Insurer may reasonably require in the prosecution, defence or settlement of any claim.

The Insurer may at any time pay to the Insured, in respect of all claims against the Insured arising directly or indirectly from one source or original cause:

The amount of the Limit of Liability or such other amount specified in respect thereof (after deduction of any sum already paid by the Insured, which sum would reduce the amount of the Insurers unfulfilled liability in respect thereof); or any lesser sum for which the claim can be settled.

Upon making such payment, the Insurer shall relinquish conduct and control of, and be under no further liability under this Policy in connection with, such claim except for Supplementary Payments:

- (i) recoverable from the Insured in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently); or
- (ii) incurred by the Insurer, or by the Insured with the Insurer's written consent, prior to the date of such payment.

4. The Insured's duties in the event of an Occurrence, claim or suit

The Insured shall not, without the written consent of the Insurer (which will not be unreasonably withheld, conditioned, or delayed), make any admission, offer, promise or payment in connection with any Occurrence or claim.

The Insured shall use the best endeavours to preserve all property, products, appliances, plant, and all other things which may assist in the investigation or defence of a claim or suit or in the exercise of rights of subrogation and, so far as may be reasonably practicable, no alteration or repair shall be effected without the Insurer's consent until the Insurer has had an opportunity of inspection.

The Insured shall, when so requested, provide the Insurer with details of any other insurances current at the time of any Occurrence, Personal Injury, Property Damage or Advertising Liability and covering any of the liability insured by this Policy.

Policy Conditions

1. Adjustment of premium

If the first premium or any renewal premium for this Policy or any part thereof shall have been calculated on estimates provided by the Insured, the Insured shall keep an accurate record containing all particulars relative thereto and shall at all reasonable times allow the Insurer to inspect such record.

The Insured shall, where requested by the Insurer after the expiry of each Period of Insurance, provide to the Insurer such particulars and information as may be required as soon as reasonably practicable. The premium for such Period shall thereupon be adjusted and any difference paid by or allowed to the Insured, as the case may be, subject to retention by the Insurer of any minimum retained premium that may have been agreed upon at inception or the last renewal date of this Policy.

2. Alteration of risk

Every change which substantially varies any of the material facts or circumstances existing at the commencement of each Period of Insurance, that shall come to the knowledge of the Insured's officer responsible for insurance matters, shall be notified to the Insurer as soon as reasonably practicable thereafter and the Insured shall (if so requested) pay such reasonable additional premium as the Insurer may require.

3. Bankruptcy or insolvency

In the event that the Insured should become bankrupt or insolvent, the Insurer shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

In case of execution against the Insured of any final judgment covered by this Policy being returned 'unsatisfied' by reason of such bankruptcy or insolvency, then an action may be maintained by the injured party or their representative against the Insurer in the same manner, and to the same extent as the Insured but not in excess of the Limit of Liability

4. Breach of condition or warranty

The Insured's rights under this Policy shall not be prejudiced by any unintentional or inadvertent:

- (i) breach of a condition or warranty without the Insured's knowledge or consent, or
- (ii) error in the name or title of any person(s), corporation or other organisation which forms part of the definition of the Insured; or
- (iii) error in name or situation of property or
- (iv) failure to report any property or entity or insurable exposure in which the Insured has an interest.

Provided always that, upon discovery of any such fact or circumstances referred to above, the Insured's officer responsible for insurance matters shall give written notice thereof to the Insurer as soon as reasonably practicable thereafter and the Insured shall (if so requested) pay such reasonable additional premium that may be required.

5. Cancellation of this policy

By the Insured

The Insured may cancel this Policy at any time by tendering notice in writing to the Insurer to that effect, in which event the cancellation will become effective from the earlier of the date

the notice is received by the Insurer or the date on which the Insured arranged alternative insurance protection.

By the Insurer

The Insurer may cancel this Policy in any of the circumstances set out in Sections 60 or 61 of the Insurance Contracts Act 1984 (as amended).

Such cancellation shall take effect at the earlier of the following times:

- (i) the time when another policy of insurance between the Insured and the Insurer or some other insurer, being a policy that is intended by the Insured to replace this Policy, is entered into; or
- (ii) at 4.00 p.m. on the thirtieth (30th) business day after the day on which notification was given to the Insured.

In the event of cancellation of this Policy by the Insured, the Insured shall be entitled to a pro rata refund of premium less 10% (to recover administration costs incurred) and subject to any minimum and deposit premium, minimum retained premium or other cancellation condition that may have been applied.

In the event of cancellation of this Policy by the Insurer, the Insured shall be entitled to a pro rata refund of premium and subject to any minimum and deposit premium, minimum retained premium or other cancellation condition that may have been applied.

If the premium is subject to adjustment, cancellation will not affect the Insured's obligation to supply the Insurer with such information as is necessary to permit the premium adjustment to be calculated.

6. Cross liabilities

This insurance extends to indemnify each of the parties specified in Policy Definition 15 separately in the same manner and to a like extent as though policies had been issued in their separate names. In particular, but without limiting the foregoing, this insurance shall indemnify each of the insured parties in respect of claims made by any other of such parties.

Provided always that:

- (i) each of such parties shall be separately subject to the terms, Claims Conditions, General Conditions, Exclusions and Definitions of this Policy in the same manner and to a like extent as though separate policies had been issued, and
- (iv) in no case shall the amount payable by the Insurer in respect of any one claim or series of claims arising out of any one Occurrence or in the aggregate, as the case may be, exceed the applicable Limit of Liability as specified in the Schedule.

7. Inspection and audit

The Insurer shall be permitted, but not obligated, to inspect the Insured's premises and operations at any reasonable time. Neither the right to make inspections, nor the failure to make inspections, nor the making of inspections, nor any report of an inspection shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such premises or operations are safe or healthful or are in compliance with any law, rule or regulation.

The Insurer may examine and audit the Insured's books and records at any time during the currency of this Policy and within three (3) years after the final termination of this Policy but only with regard to matters which are relevant to this Policy.

8. Jurisdiction

This contract of insurance shall be governed by and construed in accordance with the laws of Australia and the States and Territories thereof. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction in a State or Territory of Australia and to comply with all requirements necessary to give such Court jurisdiction. All disputes arising under this Policy shall be determined in accordance with the law and practice of such Court.

9. Misrepresentation and Non-disclosure

If the Insured:

- (i) failed to disclose any matter which the Insured was under a duty to disclose to the Insurer(s): or
- (ii) made a misrepresentation to the Insurer(s) before this Policy was entered into

and if the Insurer would not have entered into this Policy for the same premium and on the same terms and conditions expressed in this Policy but for the failure to disclose or the misrepresentation then:

- (a) the liability of the Insurer in respect of any claim will be reduced to an amount to place the Insurer in the same position in which the Insurer would have been placed if such non-disclosure had not occurred or such misrepresentation had not been made: or
- (b) if the non-disclosure or misrepresentation was fraudulent, the Insurer may avoid this Policy.

10. Non-imputation

Where this insurance is arranged in the joint names of more than one Insured, as described in Policy Definition 15, it is hereby declared and agreed that:

- (i) each Insured shall be covered as if it made its own proposal for this insurance.
- (ii) any declaration, statement or representation made in any proposal shall be construed as a separate declaration, statement or representation by each Insured.
- (iii) any knowledge possessed by any Insured shall not be imputed to the other Insured(s).

11. Reasonable precautions

The Insured must:

- (i) exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition.
- (ii) take reasonable precautions to prevent:
 - a. Personal Injury and Property Damage
 - b. the manufacture, sale or supply of defective Products.
- (iii) comply and ensure that employees, servants and agents comply, with all applicable statutory obligations, by-laws or regulations imposed by any public authority in respect of the safety of persons or property.

- (iv) at the Insured's own expense, take reasonable action to trace, recall or modify any Products containing any defect or deficiency which defect or deficiency the Insured has knowledge of or has reason to suspect.

12. Subrogation and allocation of the proceeds of recoveries

Subject to Policy Condition 13, any corporation, organisation or person claiming under this insurance shall, at the Insurer's request and expense, do and concur in doing and permit to be done all such acts and things that may be necessary or may reasonably be required by the Insurer for the purpose of enforcing any rights and remedies, or for obtaining relief or indemnity from any other organisation(s) or person(s), to which the Insurer shall be or would become entitled upon paying for or indemnifying the Insured in respect of legal liability under this insurance.

Should the Insured incur any legal liability which is not covered by this insurance:

- (i) due to the application of an Excess; or
- (ii) where the amounts of any judgments or settlements exceed the applicable Limit of Liability;

The Insured will be entitled to the first call on the proceeds of all recoveries made, by either the Insured or the Insurer, on account of such legal liability until fully reimbursed for such uninsured amount or amounts (less the actual costs of making such recoveries where those costs are incurred by the Insurer) and any remaining amount(s) will be applied to reimburse the Insurer.

13. Subrogation waiver

Notwithstanding Policy Condition 12 the Insurer hereby agrees to waive all rights of subrogation under this Policy against:

- (i) each of the parties described under Policy Definition 15,
- (ii) any corporation, organisation or person which or who owns or controls the majority of the capital stock of any corporation or organisation to which or to whom protection is afforded under this Policy.

Where such corporation, organisation or person is protected from liability insured against hereunder by any other policy of indemnity or insurance, The Insurer's right of subrogation is not waived to the extent and up to the amount of such other policy.



Policy No: 02ML 2170914
Account No: 0201225
Account Name: GOW-GATES INSURANCE BROKERS PTY LTD

Endorsement Schedule

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This replaces all previously issued Schedules effective from 31/10/2022

Item 1	Insured:	FOOTBALL NSW LTD INCLUDING ALL AFFILIATED CLUBS, BRANCHES, ASSOCIATIONS (AND THEIR MEMBER CLUBS) AND REFEREE BRANCHES	
Item 2	Address:	235-257 MEURANTS LANE GLENWOOD NSW	2768
Item 3	Business Description:	Administration, governance and development of Football NSW Ltd and all affiliated clubs, branches, associations (and their member clubs) and referee branches	
Item 4	Description of Policy:	Business Protection Management Liability Policy (CGU BPML 05-21)	
Item 5	Period of Insurance:	From 31/10/2022 To 4:00 pm on 31/10/2023	
Item 6	Policy Limit:	Combined Limit - \$5,000,000	
Item 7	Coverage Parts:		
	Coverage Part 1	Directors & Officers Liability / Company Reimbursement	Included
	Coverage Part 2	Employment Practices Liability	Included
	Coverage Part 3	Statutory Liability (Sub-limited as per Policy Wording)	Included
	Coverage Part 4	Company Liability	Included
Item 8	Automatic Extensions:		
	General Extensions (Applicable to all Coverage Parts)		Included
	Acquisition of Your Company		
	Acquisitions and Creations		
	Compensation for Court Attendance		
	Continuous Cover		
	Discovery Period		
	Estates and Legal Representatives		
	Preservation of Indemnity		
	Public Relations and Crisis Management Costs		
	Your Previous Subsidiaries		
	Coverage Part 1 Directors & Officers Liability		Included
	Auto Reinstatement of the Limit of Indemnity for Non-Exec Directors		
	Bail and Civil Bond Expenses		\$100,000
	Deprivation of Assets Proceedings		\$100,000
	Directors Tax Liability		\$25,000
	Employment Superannuation Scheme		
	Extradition Expenses		\$50,000



Policy No: 02ML 2170914

Endorsement Schedule

Page: 2 of 6

Outside Position Liability	
Retired Directors	
Spousal Liability	
Coverage Part 2 Employment Practices Liability	Included
Third Party Sexual Harassment	\$50,000
Coverage Part 3 Statutory Liability	Included
No Applicable Extensions	
Coverage Part 4 Company Liability	Included
Breach Of Contract Defence Costs	\$100,000
Copyright Defence Costs	\$100,000
Crime Loss	\$500,000
Identity Fraud	\$100,000
Internet Liability	\$150,000
Tax Audit Costs	\$500,000
Optional Extensions	
Cyber Cover Extension	Not Included
Item 9 Excesses:	
Coverage Part 1 Directors & Officers Liability	NIL
Coverage Part 2 Employment Practices Liability	\$25,000
Coverage Part 3 Statutory Liability	\$20,000
Coverage Part 4 Company Liability	\$20,000
Copyright Defence Costs	\$5,000
Crime Loss	\$20,000
Tax Audit Costs	\$1,000
Cyber Cover Extension	Not Applicable
Item 10 Retroactive Date: Unlimited	
Item 11 Date and Place of Issue: 15/11/2022 Sydney, New South Wales	
Item 12 Endorsements:	
This Policy is subject to the following endorsements, details of which are set out at the end of this Schedule.	
1. MOLESTATION EXCLUSION	2. SPECIFIC MATTERS EXCLUSION
3. PRESERVED LIMIT FOR NON-EXECS	4. INSURED VERSUS INSURED
5. YOU, YOUR, YOUR COMPANY	6. CANCELLING THE POLICY
7. COVERAGE PART 1 - EXCESS	8. SPECIFIC MATTERS INSOLVENCY
9. INSURED VERSES INSURED -CP 1	10. YOUR PEOPLE DEFINITION
Item 13 Premium Details:	
Premium	\$.00
GST	\$.00
Stamp Duty	\$.00
Total Payable	\$.00



Policy No: 02ML 2170914

Endorsement Schedule

Page: 3 of 6

Item 14 **Address for giving notices:**

Insurance Australia Limited
Sydney
NSW 2000

Tel: (02) 9088 9120

.

Postal Address:

GPO Box 244,
Sydney, NSW, 2001

Signed for and on behalf of Insurance Australia Limited
ABN 11 000 016 722 AFS Licence No. 227681



Policy No: 02ML 2170914

Endorsement Schedule

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DETAILS OF SPECIAL ITEMS ATTACHING TO AND FORMING PART OF THE POLICY

1. MOLESTATION EXCLUSION

We will not be liable for Loss arising directly or indirectly out of any of the following;

- (a) any Molestation of a person committed by or on behalf of the Insured; or
- (b) where any Molestation arises from any failure in the Insured or the Insured's: systems, procedures, work practices, monitoring, reference checking, premises, staffing levels, failure to heed warnings, or any other shortcomings in management ; or
- (c) any physical or mental injury, shock or psychiatric injury occasioned to any individual directly or indirectly as result of the Molestation of a person; or
- (d) any criminal or civil proceedings or any inquiry arising from Molestation of a person; or
- (e) any criminal or civil proceedings or any inquiry arising from Molestation of a person; or
- (e) any allegations in relation to (a) to (d) above, whether or not true; or
- (f) any economic or consequential loss of any kind arising from any of the matters in (a) to (e) above.

"Molestation" means assault, malicious wounding, murder, sexual interference, sexual assault, or the commission of a sexual offence in all cases regardless of the individual molested.

2. SPECIFIC MATTERS EXCLUSION

It is declared and agreed We will not be liable for any Loss arising out of any Claim, or for Defence Costs incurred in respect of the use (or alleged use) by incurred by any person of a performance enhancing substance or a substance banned by the Australian Sports Drug Agency and/or World Anti-Doping Agency. In all other respects this Policy remains unaltered.

3. PRESERVED LIMIT FOR NON-EXECS

It is declared and agreed that Coverage Part 1, Extensions 1 Automatic reinstatement of the policy limit of indemnity for non-executive directors is deleted in its entirety and replaced with the following:

Preserved Limit for Non-Executive Directors

We will provide to Non-Executive Directors an additional limit of liability for the payment of Loss for any Claim against such Non-Executive Directors, provided that the Limit of Indemnity (Policy Limit) with respect to Coverage Part 1 has been exhausted.

Cover under this endorsement is limited to \$1,000,000 in the



Policy No: 02ML 2170914

Endorsement Schedule

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aggregate. This is included within and not in addition to the Limit of Indemnity (Policy Limit).
In all other respects the Policy remains unaltered.

4. INSURED VERSUS INSURED

It is declared and agreed that Coverage Part 4 Company Liability, e) Exclusions, 12. Your People is deleted and replaced with the following:

12. Insured versus Insured

- a) brought or maintained by or on behalf of Your Company or Your People; or
- b) arising out of or connected with an Employment Related Wrongful Act.

In all other respects the Policy remains unaltered.

5. YOU, YOUR, YOUR COMPANY

It is declared and agreed that Section One, General definition You, Your, Your Company is deleted and replaced with the following:

You, Your, Your Company means:

- a) individually and/or collectively, the organisation(s), company, partnership or sole trader named in the Policy Schedule and their Subsidiaries (if any) in existence at the inception date of the Period of Insurance (noting that Coverage Part 1 Directors & Officers Liability/ Company Reimbursement does not apply in respect of of partnerships and sole traders); and
- b) Affiliated Clubs.

With respect to this Policy, Affiliated Clubs means any member clubs where such member clubs have:

- a) been granted a participation licence, or
- b) paid a registration fee, or
- c) paid a capitation fee.

In all other respects the Policy remains unaltered.

6. CANCELLING THE POLICY

It is declared and agreed that under General Conditions, 4. Cancelling your policy only, 'You is defined as Football NSW Ltd.

In all other respects the Policy remains unaltered.

7. COVERAGE PART 1 - EXCESS

It is declared and agreed that Item 9 Excesses, Coverage Part 1 Directors & Officers Liability, of the Schedule is deleted and replaced with the following:

Coverage Part 1, b) 1. Individual cover	Nil
Coverage Part 1, b) 2. Your reimbursement cover	\$5,000

In all other respects the Policy remains unaltered.

8. SPECIFIC MATTERS INSOLVENCY



Policy No: 02ML 2170914

Endorsement Schedule

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It is declared and agreed that General Provisions, General Exclusions, 6) Insolvency Exclusion is deleted in its entirety
However the above Exclusion shall only be deleted in respect of: Football NSW Ltd.
In all other respects the Policy remains unaltered

9. INSURED VERSES INSURED -CP 1

It is agreed and declared that Exclusion d) 4. under Coverage Part 1, is deleted and replaced with the following:
4. Insured versus insured arising out of or instigated against Your People by:
i) any other of Your People; or
ii) Your Company, our People; or
provided that this exclusion shall not apply to:
a) any Claim in relation to an Employment Related Wrongful Act; or
b) any Claim brought by Your People solely for a contribution or indemnity in respect of a Claim brought against any other of Your People and which is otherwise covered under another Coverage Part of this Policy; or
c) any Claim brought in Your name as a shareholders, derivative action, provided that such Claim is not solicited or assisted by any of Your People; or
d) any Claim brought in Your name by a liquidator, administrator, or receiver or manager, provided that such Claim is not solicited or assisted by any of Your People; or
e) any Claim brought in Your name (which is not brought in a manner referred to in c) or d) above), however for such Claims, the Excess shall be the greater of the Excess amount noted under 'Item 9, Coverage Part 1 Directors & Officers Liability' of the Schedule and \$50,000.
In all other respects the Policy remains unaltered.

10. YOUR PEOPLE DEFINITION

It is declared and agreed General Definition Section 1. "Your People" is amended to include the following;
c) "any natural person who was or now is or may hereafter become an elected or appointed official of the district/zone/branch football association, football member club, and football referee association who is affiliated with Your Company.
In all other respects this Policy remains unaltered.



BUSINESS PROTECTION MANAGEMENT LIABILITY

POLICY WORDING

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Important Information

How CGU protects your privacy

We use information provided by our customers to allow us to offer our products and services. This means we may need to collect your personal information, and sometimes sensitive information about you as well (for example, health information for travel insurance). We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

CGU will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with companies within our group, government and law enforcement bodies if required by law and others who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our Privacy Policy located at www.cgu.com.au/privacy. Alternatively, contact us at privacy@cgu.com.au or 13 15 32 and we will send you a copy. We recommend that you obtain a copy of this policy and read it carefully.

By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

Our Privacy Policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

General Insurance Code of Practice

CGU Insurance proudly supports the General Insurance Code of Practice (Code). The purpose of the Code is to raise standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit us to high standards of service;
- to promote better, more informed relations between Us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for resolving complaints You make about Us; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

We have adopted and support the Code and are committed to complying with it. Please contact Us if You would like more information about the Code or the Code Governance Committee.

Our service commitment

CGU Insurance is proud of its service standards and supports the General Insurance Code of Practice. In an unlikely event that you are not satisfied with the way in which we have dealt with you, as part of our commitment to customer service, we have an internal dispute resolution process in place to deal with any complaint you may have.

Please contact your nearest CGU Insurance office if you have a complaint, including if you are not satisfied with any of the following:

- one of our products;
- our service;
- the service of our authorised representatives, loss adjusters or investigators; or
- our decision on your claim.

Our staff will help you in any way they can. If they are unable to satisfy your concerns, they will refer the matter to their supervisor or manager. If the manager cannot resolve the matter, the manager will escalate the matter to our Internal Dispute Resolution Department.

Further information about Our complaint and dispute resolution procedures is available by contacting Us.

Intermediary remuneration

Insurance Australia Limited trading as CGU Insurance pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary you should ask your intermediary.

Interest on unallocated premium

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued.

We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.

Management liability cover

Important information

There are four Coverage Parts:

Coverage Part 1 – Directors & Officers Liability/Company Reimbursement

Coverage Part 2 – Employment Practices Liability

Coverage Part 3 – Statutory Liability

Coverage Part 4 – Company Liability

Your Policy Schedule will indicate which Coverage Parts You have selected.

Section One

General Provisions

General definitions

The following definitions apply to all **Coverage Parts**:

Acquitted by a Court means dismissal of charges prior to a contested hearing of them or, upon completion of a defended hearing of a prosecution of an **Insured**, the delivery by a presiding judge of either: a dismissal of the charges at the conclusion of the prosecution case, or a verdict of not guilty at the conclusion of the defended hearing (but shall not include a withdrawal or dismissal of charges pursuant to a plea bargain).

Act of Parliament means any Act of the Parliaments of the Commonwealth of Australia (and/or Australian States and Territories) or New Zealand.

Asbestos shall mean crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite, or fibrous tremolite or any mixture or derivative containing any of those minerals, or dust, fibres or particles of any of those materials.

Associated Company means any entity in which **You** own, at the time the **Wrongful Act** occurred, either directly or indirectly, between 10 per cent and 50 per cent (inclusive of the outstanding **Securities**) and/or the right to vote for the election of **Directors**.

Authority means any regulator, government body, government agency, disciplinary body, criminal authority, official trade body, or any other person or body;

- a) having legal authority to conduct an investigation into the conduct and or affairs of an **Insured**; or
- b) appointed, constituted or acting under a delegation pursuant to an **Act of Parliament** for the purposes of enforcement of such an **Act of Parliament**.

Bail and Civil Bond Expenses means the premium paid (but not the collateral) for a bond or other financial instrument to guarantee the contingent obligation of **Your People** for a specified amount required by a Court hearing a **Claim**.

Circumstance means an incident, occurrence, fact, matter, act or omission which might be reasonably expected to give rise to a **Loss** under this **Policy**.

Claim means the definition set out in the individual **Coverage Part** of this **Policy** under which an indemnity is sought.

Coverage Part means one of the four sections within this **Policy**, comprising: Coverage Part 1 - Directors & Officers Liability/Company Reimbursement; Coverage Part 2 - Employment Practices Liability; Coverage Part 3 - Statutory Liability; Coverage Part 4 – Company Liability Cover.

Credit Arrangement means any credit agreement, loan, lease or rental agreement, invoice, account or other evidence of debt.

Crime Loss means the direct financial loss of **Insured Property** caused by a **Criminal Act** which takes place in the ordinary course of **Your Business**.

Criminal Act means any fraudulent or dishonest single, continuous or repeated act or series of acts committed by an **Employee**, **Director** or **Third Party** on or after the **Retroactive Date**, whether acting alone or in collusion with another **Employee**, **Director** or a **Third Party**, to cause a **Crime Loss** to **Your Company**.

Cyber Attack means any unauthorised instructions that are designed to alter, modify, destroy, damage, delete, record, transmit or contaminate information or computer programs or data within **Your Company's** internet website, intranet or computer network by a **Hacker**.

Defence Costs means that part of **Loss** consisting of reasonable costs, charges, fees and expenses (including lawyers' fees, investigators' fees and experts' fees) incurred by **Us** or with **Our** prior written consent in the investigation, defence or settlement of a **Claim**. **Defence Costs** does not include any regular salaries, wages, overtime, fees or benefits of **You** or any of **Your People**.

Deprivation of Assets Proceedings means any proceeding brought against **Your People** by any **Authority** seeking:

- a) confiscation, assumption of ownership and control, suspension or freezing of rights of ownership of real property or personal assets of **Your People**;
- b) a charge over real property or personal assets of **Your People**;
- c) a temporary or permanent prohibition on any of **Your People** from holding the office or performing the function of a **Director** or officer;
- d) a restriction of any of **Your People's** liberty to a specified domestic residence or an official detention;
- e) deportation of any of **Your People** following revocation of otherwise proper, current and valid immigration status for any reason other than **Your Peoples** conviction of a crime.

Director means:

- a) any person who is a past, present or future director, officer, member of the board of managers, management board member, management committee member or supervisory board member of **Your Company**; and/or
- b) any natural person who is a past, present or future director of a corporate trustee of a **Stand Alone Superannuation Fund**.

Discovered means the moment in which any partner, **Director** or officer, senior manager or equivalent position, not in collusion with any person(s) suspected of a **Crime Loss** or a **Wrongful Act**, becomes aware of a **Crime Loss** or a **Circumstance**.

Discovery Period means the period after the end of the **Period of Insurance** where the **Insured** may continue to notify **Us** of a **Claim** but only in relation to **Wrongful Acts** committed prior to or during the **Period of Insurance**.

Emergency means a sudden state of danger which requires immediate action.

Employee means any natural person who is a past, present or future employee (or alleges that but for an **Employment Related Wrongful Act** would have been) on a full-time, part-time or temporary or voluntary basis a person working under a contract of service with **Your Company** and who **Your Company** has the right to govern and direct in their performance of such services. **Employee** does not mean any person who is an independent contractor or agent, partner or **Director** of **Your Company**.

Employment Related Wrongful Act means any actual or alleged breach of duty, error, act, omission, neglect or misleading statement by an **Insured** against any of **Your People** in connection with any wrongful, unlawful or unfair:

- a) discharge or termination of employment, demotion, discipline, dismissal, deprivation of a career opportunity, failure to employ or promote;

- b) breach of any written or oral employment contract or quasi-employment contract;
- c) employment-related misrepresentation, invasion of privacy, breach of data protection legislation, humiliation and defamation;
- d) violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin, sex, sexual orientation, religion, maternity, pregnancy, age and disability);
- e) violation or non-compliance with legislation regulating working hours;
- f) failure to grant tenure, adopt adequate workplace or employment policies and procedures, furnish accurate job references;
- g) retaliatory treatment of whistle-blower's and others;
- h) employment-related wrongful infliction of mental anguish or emotional distress.

Excess means, where applicable, that part of **Loss** in respect of each and every **Claim**:

- a) which is payable by the **Insured**; and
- b) for which **We** have no liability under this **Policy**; and
- c) the amount of which is specified in the **Policy Schedule**; and
- d) which does not form part of the **Limit of Indemnity**.

Financial Impairment means **Your** status resulting from the appointment by any governmental official, agency or court of any receiver, manager, liquidator (including a provisional liquidator), or similar official to take control of, supervise, manage or liquidate **Your Company**.

Hacker means anyone who illegally accesses **Your Company's** internet website or computer network by electronically circumventing the security systems in place to protect against such access.

ICA means Insurance Contracts Act 1984 (Cth).

Insured means **You** and **Your People**.

Insured Property means the following which belong to or are in the care custody and legal control of **Your Company**:

- a) local or foreign currency, coins, bank notes, bullion cheques, postal orders and money orders; or
- b) **Securities**; or
- c) **Tangible Property**

Internet Liability means any actual or alleged:

- a) accidental and unintentional defamatory statement contained on **Your Company's** internet website, intranet or contained in emails sent by **Your People**; and/or
- b) accidental and unintentional plagiarism, infringement of a copyright, trademark, trade name, trade dress, domain name; and/or
- c) accidental and unintentional breach of privacy or unauthorised collection of data concerning any of **Your** customers or potential customers; and/or
- d) **Your Company's** negligent transmission of a computer virus, worm, logic bomb or Trojan horse to any of **Your** customers who use **Your** internet website.

Interrelated Wrongful Acts means all **Wrongful Acts** that have in common any act, error, omission, fact, **Circumstance**, situation, event, transaction, cause or series of related acts, errors, omissions, facts, **Circumstances**, situations, events, transactions or causes.

Limit of Indemnity for the total period comprising of the **Period of Insurance** and the **Discovery Period** means the following:

- a) where there is an aggregate limit for all **Coverage Parts** in force, **Our** maximum liability for each and every **Loss** and all **Losses** in the aggregate shall be the aggregate limit shown in the **Policy Schedule**;
- b) where there are individual **Limits of Indemnity** for each **Coverage Part**, **Our** maximum liability under each **Coverage Part** for each and every **Loss** and all **Losses** in the aggregate under that **Coverage Part** shall be the individual **Limit of Indemnity** specified against that **Coverage Part** in the **Policy Schedule**;
- c) notwithstanding any aggregate limit or individual **Limit of Indemnity**, a sub-limit specified in this **Policy** wording restricts the amount payable during the **Period of Insurance** for each and every **Loss** and all **Losses** to which the sub-limit applies;
- d) a sub-limit forms part of the aggregate limit or individual **Limit of Indemnity** and is not payable in addition to the aggregate or individual **Limit of Indemnity**.

Loss has the definition set out in the individual **Coverage Part** of this **Policy** under which indemnity is granted.

Merger means the occurrence of:

- a) **You** consolidating, amalgamating or merging all or substantially all of **Your** assets into, to or with another entity or person or group of persons and/or entities acting in concert; or
- b) any person(s) and/or entity, whether individually or collectively, acquiring an amount of share capital representing more than fifty per cent (50 per cent) of the voting rights for the election of **Directors** of **Your Company**, or otherwise acquiring 50 per cent or more of such voting rights for such an amount of the shares.

Non-Profit Entity means any corporation, association, institution or foundation:

- a) not included in the definition of **Your Company**; and
- b) domiciled in Australia or New Zealand; and
- c) established for charitable, community, industry or social purposes, but not for the purpose of making profits.

Official body means any regulator, government body, government agency, disciplinary body or administrative body or agency or official trade body legally empowered to investigate the affairs of **Your Company**.

Outside Position means the position of **Director**, officer, manager, trustee or other equivalent position held by any of **Your People** at **Your** written request in:

- a) any **Non-Profit Entity** or **Associated Company**; or
- b) any other entity for which the availability of **Outside Positions** cover is confirmed by the **Policy Schedule**.

Period of Insurance means the time from which cover commences to the time cover expires as set out in the **Policy Schedule**. Unless stated otherwise, cover shall expire at 4.00pm local time at the place where **You** arranged the cover.

Policy means this document, the **Policy Schedule** and any attachment to the **Policy Schedule**, and any future documents issued to **You** which records the terms of any amendment to the policy wording or **Policy Schedule**.

Policy Schedule means the most recent policy schedule or revised policy schedule issued by **Us**.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste material. 'Waste material' includes material to be recycled, reconditioned or reclaimed.

Pollution means the actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of **Pollutants** into or on real or personal property, upon land, the atmosphere or any water course or body of water.

Proposal means the written or electronic proposal form together with any supplementary material completed by or on behalf of the **Insured**, that was given to **Us**, and relied on by **Us** to effect this **Policy**.

Retroactive Date means the 'Retroactive Date' stated in the **Policy Schedule**.

Securities Claim means any legal proceeding commenced against an **Insured**, alleging a violation of any country's laws in relation to:

- a) the offering, sale, or listing of any **Security**; or
- b) shareholders' interests in any **Security**.

Security means shares, stock, bearer instruments, derivatives, bonds, warrants, debentures, rights under a depository receipt or other securities (or interests therein) of whatever nature.

Solicitor means any solicitor, firm of solicitor's, barrister or Queen's Counsel appointed to act for an **Insured** in relation to any **Claim**.

Spouse means any lawful spouse, civil partner or person deriving a similar status by reason of statute or common law.

Stand Alone Superannuation Fund means a superannuation fund or pension fund established for **Your Employees** by **Your Company** under its own trust structure and which is managed by **Your Company** or on its behalf. It does not include an industry fund, a wholesale master trust, a retail master trust, a self-managed superannuation fund or public sector employee funds.

Statutory Fine means any monetary fine or penalty payable by an **Insured** on conviction of any offence under an **Act of Parliament**. **Statutory Fine** does not include any amounts payable as or calculated by reference to:

- a) compensation;
- b) compliance, remedial, reparation or restitution costs;
- c) exemplary or punitive damages;
- d) any consequential loss, including, but not limited to, loss of reputation, loss of use or enjoyment, loss of profits or depreciation, except if specifically covered by this **Policy**;
- e) any requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue charge or impost; and
- f) any fine or penalty the insurance of which is prohibited by law.

Subsidiary means any organisation in which **You** hold more than 50 per cent of the voting rights of that organisation or have the ability to control decisions made by the board of **Directors** (whether directly or indirectly).

Tangible Property means any tangible property, excluding buildings and their fixtures & fittings, petrol and petroleum products.

Tax Audit Costs means the reasonable and necessary professional fees and expenses paid to accountants or registered tax agents for advising on and responding to a **Tax Audit Notice** in respect to **Your Business**. **Tax Audit Costs** do not extend to include **Defence Costs**, amounts payable pursuant to an amended **Tax Return** including but not limited to any additional tax, duty, government impost or similar, fines or penalties imposed by a government agency following a tax audit.

Tax Audit Notice means a notice received by **Your Company** from the Australian Taxation Office or any other Australian (Commonwealth, State or Territory) government authority which has the statutory responsibility to conduct such an investigation or examination in relation to a **Tax Return**.

Tax Return means any documentation legally required to be lodged by **Your Company** with the Australian Taxation office or any other Australian (Federal, State or Territory) government authority or agency in respect to taxation, duties, levies or other imposts.

Terrorism means an act including, but not limited to, the use or threat of force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for or in connection with any political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

Third Party means any natural person other than any **Insured**.

Third Party Sexual Harassment means sexual harassment, including unwelcome sexual advances, requests for sexual favours or conduct of a sexual nature against a **Third Party** occurring during the course of conducting **Your Business**.

We, Us, Our means CGU Professional Risks, Insurance Australia Limited ABN 11 000 016 722 trading as CGU Insurance.

Wrongful Act means the definition set out in the individual **Coverage Part** under which an indemnity is sought.

You, Your, Your Company means, individually and/or collectively, the organisation(s), company, partnership or sole trader named in the **Policy Schedule** and their **Subsidiaries** (if any) in existence at the inception date of the **Period of Insurance** (noting that Coverage Part 1 Directors & Officers Liability/Company Reimbursement does not apply in respect of partnerships and sole traders).

Your Business means all activities involved in the business, as specified in the **Policy Schedule**.

Your People means:

- a) any one or more natural persons who were, now are or will be a **Director**, secretary, officer, or **Employee** of **Your Company**; or any person who was or now is or may hereafter become a trustee of a superannuation fund established for the benefit of the **Employees** of **Your Company** by whatever name called and whether or not validly appointed to occupy or duly authorised to act in such position;
- b) any person who by virtue of any applicable legislation or law is deemed to be a **Director** of **Your Company**. Provided that the term **Your People** shall not include:
 - i. any externally appointed officers such as administrators, receivers, statutory managers, liquidators, mortgagees in possession, or the like; or
 - ii. any registered company or corporation.

General extensions

The following general extensions apply to all **Coverage Parts** of this **Policy**:

1. Acquisition of your company

- a) If during the **Period of Insurance**:
 - i. **You** merge, or consolidate with another organisation or are taken-over; or
 - ii. another organisation, or person or group of organisations or persons acting in concert acquires **Securities** or voting rights that result in ownership or voting control by the other organisation or person of more than 50 per cent of the voting rights of **Your Company**; or
 - iii. another organisation, or person or group of organisations or persons acting in concert secures the ability to control decisions made by the board of **Directors of Your Company**; cover under this **Policy** continues until termination of the **Period of Insurance** as set forth in the **Policy Schedule** to this **Policy**, but only in respect of **Claims** for **Wrongful Acts** taking place prior to such merger, consolidation takeover, acquisition, or the ability to control the board of **Directors'** decisions. As of the effective date of such merger, consolidation, take-over, acquisition or the ability to control the board of **Directors'** decisions, all premiums paid or due at any time under this **Policy** are deemed fully earned and non-refundable.
- b) **You** agree to provide **Us** with written notice of such merger, consolidation, take-over, acquisition or ability to control the board of **Directors'** decisions as soon as reasonably possible, together with such further information as **We** may subsequently request.

2. Acquisitions and creations

- a) **Subsidiaries** created or acquired by **You** prior to the beginning of the **Period of Insurance** shall have cover available to them under the terms of this **Policy** for **Wrongful Acts** committed or alleged to have been committed after the date the **Subsidiary** was created or acquired so long as **Your Business** as noted in the **Policy Schedule** remains unchanged in whole or part.
- b) **Subsidiaries** created or acquired by **You** after the beginning of and during the **Period of Insurance**, either directly or indirectly through any existing **Subsidiary**, shall have cover automatically available to them under the terms of this **Policy** for **Wrongful Acts** committed or alleged to have been committed after such date the **Subsidiary** was created or acquired subject to the new **Subsidiary**:
 - i. not being domiciled, registered or incorporated outside of the Commonwealth of Australia or New Zealand;
 - ii. not having any of its **Securities** listed on any exchange;
 - iii. there being no changes in whole or part to **Your Business** as **Your Business** is noted in the **Policy Schedule**; and
 - iv. the consolidated assets of such '**Subsidiary**' is less than 20 per cent of the consolidated assets of the **Company** noted in the **Policy Schedule**.

- c) **Subsidiaries** created or acquired by **You** after the beginning of and during the **Period of Insurance** which are excluded under b) above may apply for an extension of cover for such **Subsidiaries**. If **You** require this extended cover, **We** will request any additional information required and if **We** accept them, **We** will provide terms and conditions, including any additional premium payable, which may be required to extend cover to these **Subsidiaries**. If **We** grant cover it will be extended via endorsement and only for **Wrongful Acts** committed or alleged to have been committed on or after **We** provide cover.

3. Compensation for court attendance

We will pay **Your Company** compensation if legal advisers, acting on behalf of the **Insured** with our written consent, require any **Director** or **Employee** to attend court as a witness in connection with a **Claim** covered under this **Policy** first made and notified to **Us** during the **Period of Insurance**, but only in circumstances where **Your Company** actually pays the **Director** or **Employee** for his/her time. Such compensation will be at the rate equivalent to such **Directors** or **Employee's** daily take home salary or wage up to a maximum of \$500 per person for each day on which attendance is required subject to a maximum of \$100,000 for all persons for any one **Claim**.

The **Excess** applicable to this extension is nil.

4. Continuous cover

If any of the **Insured** first becomes aware of a **Circumstance** prior to the **Period of Insurance**, and that **Circumstance** is not notified to **Us** until a date during the **Period of Insurance** then:

- a) providing that the failure to notify such **Circumstance** was not as a result of fraudulent non-disclosure or fraudulent misrepresentation by the **Insured**; and
- b) subject to **You** having continuously held the relevant **Coverage Part** with **Us** between the time when the **Insured** first became aware of such **Circumstance** and the time of its notification; and
- c) subject to any reduction of liability by **Us** under this **Policy** to the extent of any prejudice suffered by **Us** as a result of the failure by the **Insured** to notify such **Circumstance** which may give rise to a **Claim** prior to the **Period of Insurance**;

We will accept such **Circumstance** as a valid notification including any **Claim** arising from it and General Exclusion 7. Known Claims and Circumstances, shall not apply to that **Circumstance**.

5. Discovery period

If this **Policy** is not renewed or replaced at the end of the **Period of Insurance** the **Insured** may purchase a **Discovery Period** of 84 months commencing from the end of the **Period of Insurance** during which time the **Insured** may continue to notify **Us** of any **Claims** but only **Claims** based on a **Wrongful Act** committed prior to the expiry of the **Period of Insurance**. The **Insured** must request this **Discovery Period** in writing prior to the end of the **Period of Insurance**. **We** may offer this **Discovery Period** at an additional premium and on such terms and conditions as **We** determine.

6. Estates and legal representatives

This **Policy** provides cover for **Claims** for the **Wrongful Acts** of **Your People** where those **Claims** are made against the estates, heirs or legal representatives of **Your People** who are deceased or against the legal representatives, trustees- in-bankruptcy, guardians or attorneys of **Your People** who are mentally incompetent, infirm, disabled, insolvent or bankrupt, but only to the extent that in the absence of such death, incompetence, infirmity, disability, insolvency or bankruptcy, such **Claims** would have been covered under this **Policy**.

7. Preservation of indemnity

If any of **Your People** are unable to obtain the full benefit of a right to indemnity against **You** to which he or she is entitled, by reason only of **Your Company** suffering **Financial Impairment** and having insufficient funds available so as to indemnify **Your People**, then it is hereby agreed that **We** shall indemnify **Your People** against **Loss** arising from any **Claim**, up to the annual **Limit of Indemnity** to the extent it has not been reduced by any current **Claim** or earlier **Claim**. The burden of adducing satisfactory proof to obtain the benefit of this extension shall rest entirely with **Your People** and shall include the production of documentary evidence of **Your** assets and liabilities and any official statements issued by the liquidator, receiver, statutory manager or compromise manager.

8. Public relations & crisis management costs

We will pay the costs and expenses of a public relations firm or crisis management firm in the event of a **Circumstance**, if such firm would:

- a) help to mitigate any **Loss** under this **Policy**; and/or
- b) assist in exonerating any **Insured** against an alleged **Wrongful Act** in the event of a **Claim**.

This extension is subject to:

- a) no costs or expenses being incurred without **Our** prior written consent; and
- b) **Our** being reasonably satisfied that any expenditure with such a firm will be more than proportionately offset by reduced **Claims** costs to **Us**; and
- c) a sub-limit of \$100,000 across all **Coverage Parts** of this **Policy**.

9. Your previous subsidiaries

Subject to all other terms and conditions of the **Policy**, **Subsidiaries** sold or otherwise dissolved or divested of by **You** after the beginning of the **Period of Insurance** shall have cover available to them under the terms of this **Policy** for **Wrongful Acts** committed or alleged to have been committed prior to the date of sale, dissolution or other divestment as the case may be.

General conditions

The following general conditions apply to all **Coverage Parts** of this **Policy**:

1. Alteration and assignment clause

No change in, modification to or assignment of interest under this **Policy** will be effective except when made by a written endorsement to this **Policy** which is signed by **Us** or **Our** authorised representative.

2. Authorisation clause

By the taking out of this **Policy**, **You** agree to act on behalf of the other **Insureds** and the other **Insureds** agree that **You** may act on their behalf in respect of:

- a) the giving and receiving of notice of a **Claim** or termination;
- b) the payment of premiums and the receiving of any return premiums that may become due under this **Policy**;
- c) the agreement to and acceptance of endorsements; and
- d) the giving or receiving of any notice provided for in this **Policy** except the giving of notice to apply for the **Discovery Period**.

3. Breach of conditions

Where any **Insured** breaches any condition of this **Policy** and such breach has resulted in prejudice to the handling and/or settlement of any **Claim**, which in all other respects is otherwise covered under this **Policy**, the indemnity afforded by this **Policy** in respect of such **Claim** shall be reduced to the extent of such prejudice.

4. Cancelling your policy

- a) **You** may cancel this **Policy** at any time by giving written notice to **Us**. **We** will refund to the **Insured** the pro-rata premium for the unexpired **Period of Insurance** from the date of cancellation; but no refund of premium will be made where:
 - i. **You** or any **Insured** have made a **Claim**, or are entitled to make a **Claim** or have notified a **Circumstance** to **Us**; or
 - ii. in the event of any of the situations set out in General Extension 1.a) arising.
- b) **We** may also cancel this **Policy** in any of the circumstances permitted by the **ICA**. In the event of this **Policy** being cancelled by **Us**, a refund will be paid to the **Insured** for the pro-rata premium for the unexpired **Period of Insurance** from the date of cancellation subject to the exceptions set out in 4.a) i. and ii. above.

5. Claims and the limit of indemnity

- a) All **Claims** made during the **Period of Insurance** are subject to **Limit of Indemnity** set out in the **Policy Schedule** for that **Period of Insurance**.
- b) A **Claim** is deemed to be first made on the date the **Claim** is initially made against any **Insured**, regardless of whether such date is before or during the **Period of Insurance**.
- c) For the purposes of this **Policy**, all **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of any **Insured** will be deemed one **Claim**.

6. Confidentiality

You shall not disclose to anyone whether natural or corporate the nature of any liabilities covered by this **Policy** nor the premium specified in the **Policy Schedule** unless required by law.

7. Continuing representations and notification of material change in risk

In granting cover under this **Policy**, **We** relied upon the statements and representations in the **Proposal** and any other material and/or information supplied to **Us** by **You** or on **Your** behalf, in any form and however provided. The **Insured** represents that all such statements and representations including but not limited to the correctness of what is stated to be 'Your Business' as noted in the **Policy Schedule** will continue to be true and the continuing accuracy of these statements is deemed material to the acceptance of the risk or the hazard assumed by **Us** under this **Policy**.

Notwithstanding what is stated above, any act, error, omission, breach, default or knowledge of any **Director** or officer will not be imputed to any other **Insured** for the purposes of a statement or representation made in the **Proposal**.

The **Insured** must as soon as reasonably possible advise **Us** in writing of a material change in the risk, including but not limited to notifying **Us** if any of the following occurs during the **Period of Insurance**:

- a) undertaking activities that are materially different from **Your Business** as described in the **Policy Schedule**;
- b) any cancellation or suspension, or loss of or condition imposed, upon any licence, registration or authority required by the **Insured** to conduct **Your Business**; or
- c) **Your Company** being insolvent, bankrupt or in liquidation.

When **We** receive notification of a change, **We** may decide to either:

- i. continue cover with no change to the premium payable;
- ii. reduce the premium payable and return any refund to the **Insured**;
- iii. charge the **Insured** an additional premium (the **Insured** can cancel the **Policy** if the additional premium is not acceptable); or
- iv. cancel the **Policy** if permitted in accordance with the provisions of the Insurance Contracts Act 1984.

It is important for the **Insured** to know that **We** may make changes to this **Policy** as a result of a change in information. When there is a change, **We** will inform the **Insured**.

If the **Insured** does not provide such notification before the happening of any these occurrences, and they give rise to a claim under this **Policy** then, subject to the Insurance Contracts Act 1984, **We** may refuse to pay a claim, either in whole or in part.

The course of action **We** take when **You** fail to provide such notification will be considered in each circumstance based on what impact or effect **Your** failure caused or contributed to the claim or **Our** decision to issue **Your** policy.

8. Coverage parts

The terms and conditions of each **Coverage Part** of this **Policy** apply only to that **Coverage Part** and shall not apply to any other **Coverage Part**. Each **Coverage Part** should be read in conjunction with the General Provisions of this **Policy**. Should there be inconsistency between the General Provisions of this **Policy** and each specific **Coverage Part**, the terms and conditions of the specific **Coverage Part** shall prevail.

9. Fraudulent claims

If any **Insured**, makes any application for indemnity under this **Policy**, knowing that such application for indemnity is false or fraudulent, **We** may refuse to make any payment in connection with the **Claim** and may cancel the contract in accordance with the **ICA**.

10. Interpretation of words

The singular includes references to the plural and vice versa and any gender includes reference to all other genders.

11. Non-fraudulent non-disclosure

The **Insured** acknowledges that the information provided to **Us** in their **Proposal** for insurance is relied upon by **Us** in assessing whether to accept the risk and if so, on what terms. The **Insured** also acknowledges that in the event of a non-fraudulent non-disclosure in the **Proposal** of a matter the **Insured** knows or a reasonable person in the circumstances would know is relevant to **Our** decision whether to accept the risk and on what terms, **We** are entitled to cancel the contract, if a **Claim** has not been made. Notwithstanding **Our** right to avoid this **Policy** for such non-disclosure, **We** may, at **Our** absolute discretion, waive **Our** right to cancel this **Policy** and confirm indemnity to **Your People**.

12. Policy law

All disputes arising in relation to this **Policy** shall be determined pursuant to Australian law by an Australian Court, and in accordance with the laws of the State or Territory of Australia where this **Policy** was issued.

13. Severability and non-imputation

In determining the availability of cover for **Claims** against **Your People**, no fact pertaining to, knowledge possessed by, nor any **Wrongful Act** committed by one of **Your People** will be imputed to any other of **Your People**.

14. Territorial limits

The cover provided by this **Policy** is for **Claims** arising from **Wrongful Acts** committed or occurring in whole or part anywhere in the world but excluding:

- a) actions brought in or determined pursuant to the laws of, the United States of America or Canada or any state or territory incorporated in, or administered by the United States of America or Canada; or
- b) arising from the enforcement of any judgment, order or award in respect of any action brought in any Court of law in the United States of America or Canada or any state or territory incorporated in, or administered by the United States of America or Canada.

General claims conditions

The **Insured** has certain responsibilities that are set out in this section and in the **Policy**. These responsibilities also apply to any person that is covered by the **Policy**.

If the **Insured** does not meet these responsibilities, **We** may refuse to pay a claim or reduce what **We** pay for a claim. **We** may also decide to cancel the **Policy** if permitted in accordance with the provisions of the Insurance Contracts Act 1984.

The course of action **We** take when the **Insured** fails to do any of these things will be considered in each circumstance based on what impact or effect the **Insured's** failure to do so caused or contributed to a claim under the **Policy**, an **Occurrence**, or changes **Our** liability under the **Policy**.

The following general claims conditions apply to this **Policy**:

1. Allocation

- a) If in any **Claim**, the **Insured** incur **Loss** jointly with others, or incur in relation to a **Claim** liability for both **Loss** covered by this **Policy** and **Loss** not covered by this **Policy**, then **We** and the **Insured** will allocate such amount between covered **Loss** and uncovered **Loss** based upon **Our** assessment of which parts of the amount fall in and which fall outside the **Policy's** cover.
- b) If **We** and the **Insured** against whom a **Claim** is made agree on the allocation of **Defence Costs** in respect of **Loss** covered by this **Policy** and **Loss** not covered by this **Policy**, **We** will advance on a current basis **Defence Costs** allocated to covered **Loss**. If there is no agreement on an allocation of **Defence Costs**, **We** will advance on a current basis **Defence Costs** that **We** believe to be covered under this **Policy** until a different allocation is agreed, or it is judicially determined.
- c) Any agreed, or judicially determined allocation of **Defence Costs** on account of a **Claim** will be applied retrospectively to all **Defence Costs** on account of such **Claim**, notwithstanding any prior advancement to the contrary. Any allocation or advancement of **Defence Costs** on account of a **Claim** will not apply to, or create any presumption or admission in respect of the allocation of other **Loss** on account of such **Claim** or any other **Claim**.

2. Defence and settlement

- a) Unless otherwise agreed by **Us** in writing, **We** have the right to investigate any **Circumstance** and the right, but not the obligation, to conduct in the name of the **Insured** any investigation and conduct the defence or settlement of any **Claim**. This right shall cease on the exhaustion of the **Limit of Indemnity**.
- b) The **Insured** agree not to settle or offer to settle any **Claim**, incur any **Defence Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without **Our** prior written consent. **We** will not be liable for any settlement, **Defence Costs**, assumed obligation or admission to which **We** have not consented to in writing.
- c) The **Insured** agree to provide **Us** with all information, assistance and co-operation **We** reasonably request. **We** will only request information, assistance and co-operation relevant to handling **Your Claim** and **We** will explain why the information, assistance and co-operation is required. Further, the **Insured** agree that in the event of a **Claim**, they will do nothing that

may prejudice either the **Insured's** or **Our** position or any potential or actual rights of recovery. Should the handling or settlement of any **Claim** be prejudiced by the **Insured's** actions, the amount payable in respect of such **Claim** (including costs and expenses) shall be reduced to reflect such prejudice.

- d) **We** may settle any **Claim** for any amount that **We** deem reasonable and the **Insured** shall consent to such settlement and provide any assistance with the resolution of the **Claim** that we reasonably require. If the **Insured** withholds consent to such settlement or declines to provide the assistance **We** require, **Our** liability for all **Loss** on account of such **Claim** will not exceed the amount for which **We** could have settled such **Claim** plus **Defence Costs** accrued as of the date such settlement was proposed in writing by **Us** to the **Insured**.
- e) The **Insured** will not unreasonably withhold any consent referred to in this General Claims Condition.

3. Defence costs

- a) **Defence Costs** are part of and not in addition to the **Limit of Indemnity** set forth in the **Policy Schedule** and any **Defence Costs** paid by **Us** reduces the available **Limit of Indemnity** by the amount of such **Defence Costs** paid.
- b) Subject to Claims Condition 1. Allocation, **We** will advance on behalf of the **Insured**, **Defence Costs** that they have incurred in connection with **Claims** made against them, prior to settlement of such **Claims**. Provided that to the extent it is finally established by judgment, settlement or other final adjudication that any such **Defence Costs** are not covered under this **Policy**, all **Insured** severally according to their interests, agree to repay to **Us** such **Defence Costs**.
- c) **We** will indemnify the **Insured** for **Defence Costs** arising out of any criminal prosecution in which they are acquitted by a court, provided that:
 - i. no **Defence Costs** other than those incurred with **Our** prior written consent shall be payable under this extension; and
 - ii. **We** shall not be under any obligation to advance **Defence Costs** as they are incurred, but may advance **Defence Costs** in amounts and at times as **We** in **Our** sole and absolute discretion determine; and
 - iii. the **Insured**, according to their respective interests, shall repay any payments advanced by **Us** in the event that they are not entitled to such payment under this **Policy**.
- d) Notwithstanding 3 c) i. and ii. above, if in the event of an **Emergency** **Our** written consent cannot be reasonably obtained by the **Insured**, the **Insured** have the right to incur up to \$30,000 in **Defence Costs** for a period of 30 days immediately following the date of such **Emergency**. The **Insured**, according to their respective interests, shall repay any payments advanced by **Us** in the event that they are not entitled to such payment under this **Policy**.

4. Insured's right to contest claims

If the **Insured** does not agree with a decision made by **Us** to settle a **Claim**, the **Insured** can elect to contest the **Claim** at its own expense but **Our** liability will not exceed the amount for which the **Claim** should be settled in the opinion of a Senior Counsel appointed under General Claims Condition 9. Senior Counsel.

We shall pay all **Defence Costs** incurred up to the date the **Insured** notifies **Us** in writing of its election under this clause, and shall pay the **Insured** (subject to the **Limit of Indemnity** less the **Excess**) the amount for which the **Claim** should be so settled.

The **Insured** expressly agrees that **Our** liability in respect of such **Claim** shall then be at an end. If **We** believe that the **Claim** will not exceed the **Excess**, **We** may instruct the **Insured** to conduct the investigation, defence and settlement at their own expense. Should the **Claim** subsequently exceed the **Excess**, **We** agree to reimburse the reasonable **Defence Costs** incurred by the **Insured** in excess of the **Excess**, or pay on their behalf any additional **Defence Costs**, but not exceeding the lesser of the amount Senior Counsel advised the matter should be settled for or the **Limit of Indemnity**.

5. Order of payment

Where **You** have an overall annual single aggregate **Limit of Indemnity** for this **Policy** and have a **Claim** which is covered by one or more **Coverage Parts**, **We** will:

- a) firstly pay **Loss** due under Coverage Part 1 – Directors' and Officers Liability / Company Reimbursement, b) 1. Individual Cover;
- b) then pay **Loss** under any other applicable **Coverage Parts**.

6. Other insurance

Upon giving notice of any **Claim** the **Insured** agrees to, as soon as reasonably possible, provide **Us** with written details of any other insurance or source of indemnification that may cover or partially cover that **Claim**.

7. Recoveries

We agree not to exercise **Our** rights of recovery against an **Insured**, save where General Claims Condition 2. b) applies. All recoveries obtained by or on behalf of the **Insured** from parties other than an **Insured**, in connection with the settlement or resolution of a **Claim** and after deducting the reasonable cost of obtaining such recovery, shall be applied in the following order:

- a) first to the benefit of the **Insured**, where the **Insured** has contributed to a payment exceeding the **Limit of Indemnity** made to resolve the **Claim** up to the amount of that payment;
- b) then to **Our** benefit for any amount **We** paid in connection with the **Claim**;
- c) then to the benefit of the **Insured** for the **Excess** paid in respect of the **Claim**; and
- d) then to the benefit of the **Insured** for any uninsured losses.

All recoveries made prior to settlement of any **Claim** shall be held by **You** or the lawyer appointed to act for **Our** benefit pending any settlement. The monies shall not be applied to **You** or **Us** in the order set out above until the matter has been fully resolved and all costs and expenses have been ascertained and the allocation of such recoveries has been agreed.

8. Reporting and notification

- a) The **Insured** must give **Us** written notice of any **Claim** made against the **Insured**, or any **Crime Loss** or **Tax Audit Costs** as soon as reasonably possible during the **Period of Insurance** or during any applicable **Discovery Period** to:

Insurance Australia Limited trading as CGU Insurance
Professional Risks Claims Department
GPO Box 4609 Melbourne VIC 3001
Email: priclaims@cgu.com.au

- b) Full details of the **Claim** (including any Writ, Summons or other legal document) shall be provided with the notice, which must be forwarded to **Us** and the **Insured** shall provide **Us** with such further information, documentation and co-operation as **We** may reasonably require.

9. Senior counsel

We shall not require the **Insured** to defend any legal proceedings in respect of any **Claim** against them, nor shall the **Insured** be able to require **Us** to defend, on its behalf, any legal proceedings in respect of any such **Claim**, unless a Senior Counsel (to be mutually agreed upon by the **Insured** and **Us** and in default by the Chairman of the Bar Association of the state in which the **Policy** is issued) shall advise that such proceedings should be defended. In formulating such advice, the Senior Counsel shall take into consideration the economics of the matter, the damages and costs that are likely to be recovered by the claimant, the likely **Defence Costs** and the prospects of the **Insured** successfully defending the action. The cost of the Senior Counsel's opinion shall be regarded as part of the **Defence Costs** of any **Claim**.

In the event that the Senior Counsel advises that, having regard to all the circumstances, the matter should not be defended but should be settled, provided that settlement can be achieved within certain limits that in the Senior Counsel's opinion are reasonable, then the **Insured** shall co-operate with **Us** to try to effect such settlement in accordance with this **Policy**. Should the **Insured** decide to defend such a **Claim**, **Our** liability shall not exceed the amount which the matter could have been resolved for in the advice of the Senior Counsel.

10. Subrogation

We shall be subrogated to the **Insured's** rights of recovery to the extent of any payment made under this **Policy**. Each **Insured** agrees to do everything necessary to secure and preserve such rights, including, but not limited to, the execution of such documents as are necessary to enable **Us** to bring proceedings in the name of the **Insured**.

General exclusions

The following general exclusions apply to all **Coverage Parts** of this **Policy**:

We will not be liable for **Loss** in respect of any **Claim**:

1. Asbestos

directly or indirectly caused by, in consequence of, or contributed to by, or arising from or in any way connected to asbestos, asbestos fibres or derivatives of asbestos.

2. Bodily injury and property damage

for any bodily injury, mental anguish, emotional distress, sickness, disease or death of any person, or for damage to or destruction of any tangible property including loss of use thereof, except that:

- a) this exclusion does not apply in respect of any liability for actual or alleged mental anguish and emotional distress in any **Claim** by **Your People** for any **Employment Related Wrongful Act** in Coverage Parts 1 – Directors and Officers Liability / Company Reimbursement and Coverage Part 2 – Employment Practices Liability;
- b) **We** will pay, on behalf of **Your People**, **Defence Costs** arising from any **Claim** first made against them and notified to **Us** during the **Period of Insurance** involving criminal proceedings for corporate manslaughter occurring or committed in Australia or New Zealand provided such payments are not contrary to law; and
- c) this exclusion does not apply to any Work Health and Safety coverage afforded under Coverage Part 1 – Directors and Officers Liability / Company Reimbursement and Coverage Part 3 – Statutory Liability.

3. Damages

- a) for the payment of any tax, levy or duty, including any fine or penalty arising from the failure to pay any tax, levy or duty; or
- b) which consists of punitive, exemplary or aggravated damages; or
- c) in respect of which it is illegal to insure or indemnify; or
- d) for damages which are a multiple proportion of any lesser damages award.

4. Franchise liability

directly or indirectly caused by, arising from, or attributable to, or in consequence of any franchise agreement or the absence of a franchise agreement.

5. Fraudulent and dishonest conduct

- a) for any dishonest, reckless, malicious, wilful, fraudulent act or omission; or
- b) any reckless, intentional, wilful violation or breach of any statute, regulation, contract or duty; or
- c) any breach or violation of Sections 182, 183, 601FD, 601FE and 601JD of the Corporations Act 2001 (Cth)

However, this exclusion shall only apply to the extent that the conduct specified above has been established by:

- a) a written admission by the **Insured** or any person authorised to make such an admission; or
- b) court judgment or other final adjudication.

This Exclusion 5. above does not apply to Coverage Part 4 – Company Liability Automatic Extension 3. Crime Loss.

6. Insolvency

arising directly or indirectly out of, or attributable to or in consequence of the **Financial Impairment**, bankruptcy, insolvency, receivership or administration of **Your Company**, any **Associated Company**, **Non Profit Entity** or other entity for which **Outside Positions** cover is confirmed in the **Policy Schedule**. However, this exclusion shall not apply under Coverage Part 1 – Directors & Officers Liability/Company Reimbursement c) Automatic Extension 4. Directors Tax Liability.

7. Known claims and circumstances

- a) arising out of or connected with any **Claim** made against or intimated to the **Insured** prior to the commencement of the **Period of Insurance**; or
- b) arising out of or connected with any **Circumstance** disclosed in the **Proposal**; or
- c) arising out of or connected with any **Claim** or **Circumstance** notified under any previous policy of insurance; or
- d) arising out of or connected with any facts or **Circumstances** which an **Insured** became aware of prior to the commencement of the **Period of Insurance**.

8. Personal profit

based upon, arising out of or attributable to any **Insured** gaining any personal profit, remuneration or financial advantage to which such **Insured** was not legally entitled. This Exclusion 8. does not apply to Coverage Part 4 – Company Liability Automatic Extension 3. Crime Loss.

9. Pollution

based upon, arising out of or attributable to or in any way connected with **Pollution**, except that:

- a) under Coverage Part 1 – Directors and Officers Liability/Company Reimbursement of this **Policy**, **We** will pay, on behalf of **Your People**, **Defence Costs** with a sub-limit up to \$1,000,000 or the **Limit of Indemnity** whichever is the lesser amount, arising from any **Claim** first made against them and notified during the **Period of Insurance** and which **Claim** involves the commission of an alleged criminal or regulatory offence in respect of **Pollution** occurring or committed in Australia or New Zealand only; and
- b) under Coverage Part 3 – Statutory Liability of this **Policy**, **We** will pay, on behalf of **Your Company**, **Loss** with a sub-limit up to \$1,000,000 or the **Limit of Indemnity** whichever is the lesser amount in respect of any **Claim** concerning a **Wrongful Act** in respect of **Pollution** occurring or committed in Australia or New Zealand only.

10. Professional services

- a) arising directly out of any actual or alleged act, error, omission, neglect or breach of duty in respect of any services or advice of a professional nature by the **Insured**; or
- b) arising directly or indirectly out of any actual or alleged breach of any contract in respect of any services or advice of a professional nature provided by the **Insured**; or
- c) any actual or alleged failure to render any services or advice of a professional nature.

11. Retroactive date

arising out of or attributable to or in consequence of any **Wrongful Act, Criminal Act, Internet Liability or Tax Audit Costs** committed, occurring or incurred prior to the **Retroactive Date** specified in the **Policy Schedule**.

12. Securities

arising directly or indirectly out of, attributable to, or in consequence of:

- a) **Your** offer, sale or listing of any **Securities** at any time; or
- b) any of **Your People's** offer, sale, or listing of any **Securities**, but only where such **Securities** have been offered, sold or listed after the commencement of the **Period of Insurance**.

13. War, terrorism, radioactivity

occasioned by or happening through or in consequence, directly or indirectly, as a result of:

a) War

- i. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) or warlike operations, or civil war; or
- ii. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power; or
- iii. confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

b) Terrorism

- i. death, injury, illness, **Loss**, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any act of **Terrorism** regardless of any other contributing cause or event; or
- ii. death, injury, illness, **Loss**, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to the matters set out in paragraph b) i) of this exclusion; or

c) Radioactive contamination

- i. **Loss** or damage to property eligible for insurance by the relevant Nuclear Insurance Pool and/or Association; or
- ii. **Loss**, cost, damage, liability or expense directly or indirectly caused by or contributed to or arising from:
 - a. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
 - d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

This **Policy** also excludes cover for any **Loss**, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating any of the matters set out in the General Exclusions.

Coverage Part 1 Directors & Officers Liability/Company Reimbursement

Note: This Coverage Part 1 is to be read in conjunction with the General Provisions section of this **Policy**.

a) Definitions

The following definitions apply to this Coverage Part 1 only:

Claim means:

- a) any written document served upon **Your People** marking the beginning of a civil, criminal, or arbitral proceeding against **Your People** alleging a **Wrongful Act**; or
- b) any written communication demanding compensation or threatening commencement of proceedings in respect of an actual or alleged **Wrongful Act**; or
- c) any formal or official investigation (excluding any internal investigation) by a regulatory, governmental, professional or other authorised institution authorised to carry out such an investigation against **Your People** which may give rise to a **Claim**.

Loss means any amount which **Your People** become legally obligated to pay in respect of any **Claim** first made during the **Period of Insurance**. Such **Claim** must be made against **Your People** for **Wrongful Acts** for which cover applies, including, damages, judgments, compensation, contributions, or settlements and **Defence Costs**. **Loss** does not include any amount for which **Your People** are absolved from payment.

Wrongful Act means any error, misstatement, misleading statement, act, omission, negligence, **Employment Related Wrongful Act**, breach of duty, defamation, breach of warranty of authority, wrongful trading, or other act actually or allegedly committed or attempted by **Your People** in their capacity as a **Director**, secretary, officer or **Employee** of **Your Company** or in an **Outside Position**.

b) Coverage

The following coverage applies to this Coverage Part 1 only:

1. Individual cover

We will pay, on behalf of **Your People**, **Loss** in respect of any **Claim** for a **Wrongful Act** first made and notified to **Us** during the **Period of Insurance**, provided **Your People** are not entitled to be indemnified by **You** and are legally obligated to pay.

2. Your reimbursement cover

We will pay **You** for any **Loss** arising from **Your** indemnification of **Your People**, as permitted or required by law, and that **Your People** have become legally obligated to pay in respect of any **Claim** for a **Wrongful Act** first made and notified to **Us** during the **Period of Insurance**.

c) Automatic extensions

The following automatic extensions apply to this Coverage Part 1 only:

1. Automatic reinstatement of the limit of indemnity for non-executive directors

In the event that the **Limit of Indemnity** and all other indemnification available to a **Non-Executive Director** is exhausted We will reinstate the **Limit of Indemnity** once, provided that this provision is only available to those of **Your People** who are not an **Executive Director** of **Your Company**.

For the purpose of this extension a **Non-Executive Director** is:

- a) any natural person who was or is or during the **Period of Insurance** becomes a member of the board of **Your Company**; and
- b) who within the last three years:
 - i. has not served as an executive **Director** of **Your Company**; and
 - ii. has not served as an **Employee** of **Your Company**; and
 - iii. has not received, either directly or indirectly from **Your Company**, money or benefits of any kind for services given in any capacity except as a **Director** of **Your Company**.

2. Bail and civil bond expenses

We will pay the cost of **Bail and Civil Bond Expenses** for **Your People** incurred in connection with a **Claim** that is covered under this **Policy** subject to:

- a) no costs or expenses being incurred without **Our** prior written consent; and
- b) a sub-limit of \$100,000.

3. Deprivation of assets proceedings

We will pay the reasonable and necessary fees, costs and expenses incurred by **Your People** arising from any **Deprivation of Assets Proceedings** subject to a sub-limit of \$100,000.

4. Directors tax liability

We will pay, on behalf of **Your People** any personal liability **Your People** incur with respect to the unpaid taxes of **Your Company** due to **Your Company's Financial Impairment** subject to:

- a) a sub-limit of \$25,000; and
- b) only where **Your Company** has failed to pay such taxes solely because of **Your Company's Financial Impairment**; and
- c) the failure to pay such taxes is not criminal, wilful, reckless or deliberate.

5. Employment superannuation scheme

We will pay, on behalf of **Your People**, **Loss** in respect of any **Claim** by reason of any **Wrongful Act** committed in their individual or collective capacities as trustees of **Your Company's Stand Alone Superannuation Fund**. Cover provided by this extension shall not be excluded solely on the grounds that a **Claim** is brought by a member of the superannuation or pension scheme who is also a **Director** or officer of **Your Company**.

6. Extradition expenses

We will pay on behalf of **Your People** reasonable and necessary fees, costs and expenses incurred with **Our** prior written consent (which shall not be unreasonably withheld) in respect of an extradition proceeding in retaining:

- a) an accredited counsellor;
- b) an accredited tax advisor

subject to a sub-limit of \$50,000.

7. Outside position liability

- a) We shall indemnify **Your People** against **Loss** arising from a **Wrongful Act** committed whilst serving in an **Outside Position** of any **Non-Profit Entity** or **Associated Company** or any entity listed in Outside Position Liability in the **Policy Schedule**.
- b) Any cover provided in this extension will only be in excess of any indemnity available from or provided by, or insurance taken out by, the entity in which **Your People** serve in the **Outside Position** or any insurance taken out by any other entity that covers **Your People** in the **Outside Position**.

8. Retired directors

In the event that any of **Your People** cease to be a **Director** or officer of **Your Company** prior to the expiry of the **Period of Insurance** for reasons other than:

- a) disqualification from holding the office of **Director** or officer; and/or
- b) dismissal from their position as **Director** or officer; and/or
- c) the acquisition of **Your Company** as noted in General Extensions 1. Acquisition of Your Company; and/or
- d) **Your Company** being wound-up.

Your People shall be entitled to a free **Discovery Period** for a period of 84 months, provided always that this **Discovery Period** shall not apply where **You** renew or replace this **Coverage Part** (whether with **Us** or not).

9. Spousal liability

If a **Claim** against **Your People** includes a **Claim** against **Your People's Spouse** solely by reason of:

- a) the legal status as a **Spouse** of **Your People**; or
- b) ownership or interest in property which the claimant asserts an interest in or right to in connection with **Wrongful Acts** of **Your People** then:
 - i. all **Loss** which such **Spouse** becomes legally obligated to pay by reason of such **Claim** will be treated for purposes of this **Coverage Part** as **Loss** which **Your People** become legally obligated to pay on account of the **Claim** made against **Your People**;
 - ii. all terms and conditions of this **Coverage Part**, including without limitation the **Excess** if any, applicable to **Loss** incurred by **Your People** in the **Claim** will also apply to such spousal **Loss**; and
 - iii. the cover provided by this extension does not apply to the extent the **Claim** alleges any act or omission by **Your People's Spouse**, independent of **Your People**.

d) Exclusions

The following exclusions apply to this Coverage Part 1 only. We will not be liable for **Loss** on account of any **Claim**:

1. Anti-competitive practices

arising directly out of:

- a) an actual or alleged violation of any law or regulation which regulates or restricts anti-trust or cartel conduct, monopolistic behaviour or practices, price fixing, price discrimination, predatory pricing, unfair or restrictive trade practices; or
- b) tortious interference in a third party's business or contractual relationships.

2. Conduct

based upon, directly or indirectly arising from or attributable to:

- a) any wilful breach of duty, dishonest, fraudulent, criminal or malicious act or omission or other act or omission committed with deliberate intent of such **Insured**;
- b) such **Insured** having improperly benefited in fact from **Securities** transactions as a result of information that was not available to other sellers and/or purchasers of such **Securities**;
- c) such **Insured** having gained in fact any personal advantage to which he/she was not legally entitled.

However, this exclusion shall only apply to the extent that the conduct specified above has been established:

- a) by a written admission by the **Insured** or any person authorised to make such an admission on behalf of the **Insured**; or
- b) directly or indirectly by court judgment or other final adjudication.

3. Fines and penalties

which consists of fines or penalties.

However, this exclusion shall not apply, up to a sub-limit of \$1,000,000, or the **Limit of Indemnity** whichever is the lesser amount, where **Your People** have committed an offence under an **Act of Parliament** punishable on conviction by a **Statutory Fine** unless:

- a) such **Statutory Fine** is due to an actual or alleged violation of any law or regulation with respect to vehicle, air or marine traffic; and/or
- b) such **Statutory Fine** is attributable to, or in any way involving **Your People's** intentional or reckless disregard of the provisions of any **Act of Parliament**; and/or
- c) such **Statutory Fine** (or part of a **Statutory Fine**) is a penalty imposed for failing to comply with any enforcement order or remedial order or for the cost incurred by **Your People** in complying with any enforcement or remedial order; and/or

- d) such **Statutory Fine** relates to an offence committed other than in the course of or in connection with **Your Business**.

4. Insured versus insured

arising out of or instigated against **Your People** (whether in **Your** name or not) by any other of **Your People**, provided that this exclusion shall not apply to:

- a) any **Claim** in relation to an **Employment Related Wrongful Act**; or
- b) any **Claim** brought by **Your People** solely for a contribution or indemnity in respect of a **Claim** brought against any other of **Your People** and which is otherwise covered under another **Coverage Part** of this **Policy**; or
- c) any **Claim** brought in **Your** name as a shareholders' derivative action, provided that such **Claim** is not solicited or assisted by any of **Your People**; or
- d) any **Claim** brought in **Your** name by a liquidator, administrator, or receiver or manager, provided that such **Claim** is not solicited or assisted by any of **Your People**.

5. Major shareholder

brought or maintained by or on behalf of any shareholder holding or controlling (directly or beneficially) 20 per cent or more of the voting shares or rights or issued capital of **Your Company** if the **Wrongful Act** occurred or allegedly occurred any time after the date on which that shareholder became a major shareholder.

6. Outside position

for a **Wrongful Act** by **Your People** in an **Outside Position** if such **Claim** is brought or maintained by or on behalf of the entity in which **Your People** serves or by or on behalf of any **Director**, officer or trustee of such entity except:

- a) a **Claim** that is a derivative action brought or maintained on behalf of such entity without the solicitation, assistance or active participation of such entity or any **Director**, officer or trustee of such entity; or
- b) a **Claim** brought or maintained by a **Director**, officer or trustee of such entity for any actual or alleged **Employment Related Wrongful Act**; or
- c) a **Claim** brought or maintained by an external auditor appointed by the outside directorship company; or
- d) a **Claim** brought or maintained by a liquidator, administrator or receiver or manager or equivalent in any jurisdiction on behalf of such entity without the solicitation, assistance or active participation of any of **Your People** or by or on behalf of any **Director** or officer in such entity.

7. Superannuation liabilities

directly or indirectly caused by, arising from, or attributable to or in consequence of:

- a) a failure to pay superannuation contributions giving rise to a superannuation guarantee charge; or
- b) the failure of **Your People** to pay into, or collect contributions for an Employment Superannuation Scheme as required by law and/or the Employment Superannuation Scheme trust deed; or
- c) the failure to pay any amount payable to a beneficiary of an Employment Superannuation Scheme under the rules governing the Employment Superannuation Scheme.

Coverage Part 2 Employment Practices Liability

Note: This Coverage Part 2 is to be read in conjunction with the General Provisions section of this **Policy**.

a) Definitions

The following definitions apply to this Coverage Part 2 only:

Claim means:

- a) any written document served upon **Your Company** marking the beginning of a civil, criminal, or arbitral proceeding against **Your Company** alleging a **Wrongful Act**; or
- b) any written communication demanding compensation or threatening commencement of proceedings in respect of an actual or alleged **Wrongful Act**; or
- c) any formal or official investigation (excluding any internal investigation) by a regulatory, governmental, professional or other institution authorised to carry out such an investigation against **Your Company** which may give rise to a **Claim**.

Loss means any amount which **Your Company** becomes legally obligated to pay on account of any **Claim** first made during the **Period of Insurance**. Such **Claim** must be made against **Your Company** for **Wrongful Acts** for which cover applies, including, damages, judgments, compensation, contributions, or settlements and **Defence Costs**.

Loss does not include:

- a) any amount for which **Your Company** is absolved from payment;
- b) taxes, fines or penalties imposed by law;
- c) the multiple portion of any multiplied damage award;
- d) punitive or exemplary damages;
- e) any other amount which is uninsurable under the law pursuant to which this **Policy** is construed.

Wrongful Act means any **Employment Related Wrongful Act**.

b) Coverage

The following coverage applies to this Coverage Part 2 only:

We will pay, on behalf of **Your Company**, **Loss** for any **Claim** for a **Wrongful Act** first made and notified to **Us** during the **Period of Insurance**.

c) Automatic extensions

1. Third party sexual harassment

Subject to the **Excess** in respect of **Employment Practices Liability** as specified in the **Policy Schedule**, **We** will indemnify **Your Company**, with a sub-limit up to \$50,000 or the **Limit of Indemnity** whichever is the lesser amount for any **Claim** in connection with any actual or alleged **Third Party Sexual Harassment** which is first made against **Your Company** and notified to **Us** during the **Period of Insurance**.

d) Exclusions

The following exclusions apply to this Coverage Part 2 only: **We** will not be liable for **Loss** on account of any **Claim**:

1. Employee entitlements

- a) for payment to any of **Your People** for any amount which **Your Company** was obligated (whether under any or by reference to statute or any express or implied term of any employment agreement or otherwise) to pay.
- b) based upon, directly or indirectly arising from or attributable to compensation payable in respect of a contract of employment alleged to be unfair.

However this exclusion shall not apply to any **Defence Costs** incurred by **Your Company** with respect to such **Claim**.

2. Employee remuneration

for the payment of any back-pay, remuneration or benefit to any of **Your People** who has been reinstated into their former position after a **Wrongful Act**.

3. Industrial action

arising from **Wrongful Acts** committed during any lockout, strike, picket, stand-down or suspension, or other industrial dispute.

4. Modifications to workplace

for the cost of physical modifications to **Your Company's** workplace, or the cost of changes to workplace procedures.

5. Non-compliance

for non-compliance with any judgment, award, determination or demand against **Your Company** issued or published by any Employment Relations Authority, Employment Court, Court of Appeal, Human Rights Commission, Complaints Review Tribunal, Privacy Commission, or Labour Inspector employed by a Department of Labour (or equivalent) or any other court or statutory body.

6. Redundancy compensation

for failure by **Your Company** to pay adequate redundancy compensation or benefit in accordance with any legal requirement to any of **Your People** whose employment is terminated by reason of redundancy.

7. Statutory liability

arising out of or connected with any statute relating to workers compensation, accident compensation or work health and safety.

Coverage Part 3

Statutory Liability

Note: This Coverage Part 3 is to be read in conjunction with the General Provisions section of this **Policy**.

a) Definitions

The following definitions apply to this Coverage Part 3 only:

Claim means:

- a) any formal or official investigation (excluding any internal investigation) by a regulatory, governmental, professional or other authorised institution, legally authorised to carry out such an investigation against **Your Company** alleging a **Wrongful Act** which might give rise to a **Loss**; and/or
- b) any written communication by a regulatory, governmental, professional or other authorised institution served upon **Your Company** threatening commencement of legal proceedings, or marking the beginning of legal proceedings against **Your Company** alleging a **Wrongful Act**.

Loss means any **Defence Costs** and any **Statutory Fine** arising from a **Claim** notified during the **Period of Insurance**.

Wrongful Act means any act or omission by **Your Company** in connection with **Your Business** that results in an allegation that **Your Company** has committed an offence under an **Act of Parliament** punishable on conviction by **Statutory Fine** or imprisonment.

b) Coverage

The following coverage applies to this Coverage Part 3 only:

We will pay, on behalf of **Your Company**, **Loss** for any **Claim** for a **Wrongful Act** first made and notified to **Us** during the **Period of Insurance** up to a sub-limit of \$2,000,000 or the **Limit of Indemnity** whichever is the lesser amount.

c) Exclusions

The following exclusions apply to this Coverage Part 3 only: **We** will not be liable for **Loss** on account of any **Claim**:

1. Anti-competitive practices

arising directly out of:

- a) an actual or alleged violation of any law or regulation which regulates or restricts anti-trust or cartel conduct, monopolistic behaviour or practices, price fixing, price discrimination, predatory pricing, unfair or restrictive trade practices; or
- b) tortious interference in a third party's business or contractual relationships.

2. Enforcement order

for payment of any fine (or part of a fine) which is a penalty imposed for failing to comply with any enforcement order or remedial order or for the cost incurred by **You** in complying with any enforcement or remedial order.

3. Cyber liability

directly or indirectly caused by, arising from or in anyway connected with a **Cyber Attack**.

4. Motor, air and marine

arising out of an actual or alleged violation of any law or regulation with respect to vehicle, air or marine traffic.

5. Reckless disregard

arising out of or based upon, attributable to, or in any way involving **Your Company's** intentional or reckless disregard of the provisions of any **Act of Parliament**.

6. Unreasonable plea

in respect of which **Your Company** is intending to plead guilty or not guilty, but the intended plea is not in **Our** view reasonable, based on the available evidence, the weight and cogency of that evidence, the burden of proof and the applicable law.

7. Your business

arising out of activities which are not either:

- a) part of the ordinary course of **Your Business**; or
- b) directly connected with **Your Business**.

Coverage Part 4 Company Liability

Note: This Coverage Part 4 is to be read in conjunction with the General Provisions section of this **Policy**.

a) Definitions

The following definitions apply to this Coverage Part 4 only:

Claim means:

- a) any written communication demanding compensation or threatening the commencement of proceedings in respect of an actual or alleged **Wrongful Act**;
- b) any written document served upon **Your Company** marking the beginning of a civil, criminal or arbitral proceeding against **Your Company** alleging a **Wrongful Act**;
- c) any investigation brought by an **Official Body** into the affairs of **Your Company** whether or not a **Wrongful Act** is alleged;
- d) any **Crime Loss** sustained by **Your Company**;
- e) any **Internet Liability** incurred by **Your Company**;
- f) any **Tax Audit Costs** incurred by **Your Company**.

Loss means any amount which **Your Company** becomes legally obligated to pay on account of any **Claim** first made during the **Period of Insurance**. Such **Claim** must be made against **Your Company** for **Wrongful Acts** for which cover applies, including, damages, judgments, compensation, contributions, or settlements and **Defence Costs**.

However, **Loss** does not include any amount for which **Your Company** is absolved from payment, or payable by **Your Company** under any warranty, guarantee or for money payable to a third party for goods or services supplied to **Your Company**.

“**Wrongful Act**” means any error, misstatement, misleading statement, act, omission, negligence, breach of duty, defamation, wrongful trading, or other act actually or allegedly committed or attempted by **Your Company** in connection with **Your Business**.

b) Coverage

The following coverage applies to this Coverage Part 4 only:

We will pay for **Loss** on behalf of **Your Company** for any **Claim** for a **Wrongful Act** first made and notified to **Us** during the **Period of Insurance**.

c) Automatic extensions

The following automatic extensions apply to this Coverage Part 4 only:

1. Breach of contract defence costs

We will pay **Defence Costs** arising from any **Claim** in connection with an unintentional, alleged breach of any express contract or agreement with a third party by **Your Company** in the normal course of conducting **Your Business** as stated in the **Policy Schedule**. **Our** total liability during the **Period of Insurance** for all **Claims** under this extension will not exceed \$100,000.

2. Copyright defence costs

Subject to a \$5,000 excess, **We** will pay **Defence Costs** with a sub-limit up to \$100,000 or the **Limit of Indemnity** whichever is the lesser amount for any **Claim** in connection with an unintentional and accidental breach of copyright by **Your Company** in the normal course of conducting **Your Business** as stated in the **Policy Schedule**.

However, **We** shall only provide **Defence Costs** where **Your Company** can first demonstrate that it has adequate copyright compliance procedures in place including but not limited to:

- a) procedures for obtaining permission to reproduce or copy material; and
- b) procedures for posting content online; and
- c) ensuring all employment contracts issued to **Employees**, and contracts for services issued to contractors, agents and consultants contain clear provisions regarding ownership of any intellectual property rights belonging to **Your Company** or for which **Your Company** is legally liable; and
- d) obtaining advice from qualified independent third parties to review and confirm that any product which is designed, manufactured or distributed by **Your Company** does not breach any third party's intellectual property rights; and
- e) obtaining advice from qualified independent third parties to review and confirm that any publication issued by **Your Company** does not breach any third party's intellectual property rights.

If **Your Company** cannot demonstrate that it had adequate copyright compliance procedures in place at the time of the incident which gives rise to the **Claim** then no **Defence Costs** will be payable under this extension.

Exclusion 6. Intellectual Property shall not apply to this extension subject to provisions listed above.

3. Crime loss

Subject to the **Excess** in respect of **Crime Loss** as specified in the **Policy Schedule**, **We** will reimburse **Your Company**, with a sub-limit up to \$500,000 or the **Limit of Indemnity** whichever is the lesser amount for any **Crime Loss** resulting from a **Criminal Act**, provided such **Crime Loss** is first **Discovered** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance**.

This extension shall also cover subject to the sub-limit:

- a) auditors fees, costs, charges and expenses incurred with **Our** prior written consent that are reasonably necessary to determine the value of a **Crime Loss** and are reasonable in amount on **Our** acceptance that a **Crime Loss** has occurred; and
- b) **Crime Loss** in relation to **Your Stand Alone Superannuation Fund**; and
- c) **Crime Loss** in relation to any welfare, social or sporting club formed with **Your** knowledge and consent and designed exclusively for the benefit of **Your Employees**.
- d) **Crime Loss** caused by a **Director of Your Company** (excluding any sole trader). This cover is sub-limited to \$100,000 and is part of and not in addition to the overall sub-limit for this extension.

However, this extension shall not cover **Crime Loss**:

- a) if an indemnity is available under any other policy;
- b) arising or occurring in whole or part outside of Australia or New Zealand;
- c) arising out of, or in any way related to any proprietary information, intellectual property, trade secrets, confidential processing methods or other confidential information of any kind;
- d) arising out of or attributable to or in consequence of any fraudulent or dishonest activities involving collusion by or complicity of any **Director** who at the time of the fraudulent or dishonest act owns or controls more than 5 per cent of the issued share capital of **Your Company** or any shareholder who at the time of committing such fraudulent or dishonest act(s) had ownership of or control over more than 5 per cent of the voting share capital of **Your Company** or any **Subsidiary** or **Associated Company**;
- e) arising out of, or in any way related to the destruction, damage or forcible entry to any premises or building;
- f) arising out of, or in any way related to any indirect or consequential loss of any kind, including but not limited to:
 - i. any duties, penalties or contractual penalties; or
 - ii. any costs, fees or other expenses incurred by **Your Company** in prosecuting or defending any claim, demand or legal proceeding; or
 - iii. any loss of interest, dividends or income not realised by **Your Company** or any third party;

- g) the non-payment or default under any **Credit Arrangement** including any payments made or withdrawals from any customer account involving items which are not finally paid for any reason;
- h) notwithstanding General Extension 4. Continuous Cover first **Discovered** prior to the commencement of the **Period of Insurance**, or after the expiry of the **Period of Insurance**;
- i) which can only be proved by means of one or more of the following: a profit and loss computation or comparison, or a comparison of inventory records with an actual physical inventory count;
- j) arising out of, or in any way related to, the voluntary giving, exchanging, purchasing or surrendering of **Insured Property** unless such voluntary giving, exchanging or surrendering has occurred by reason of a **Criminal Act** covered under this extension;
- k) arising out of, or in any way related to only one individual's signature or authorisation being required to validly sign cheques, issue electronic funds transfer, prepare cheque requisitions, handle bank deposits, reconcile bank statements, or refund monies in excess of \$1,000.00 in value without the independent review and approval from at least one other person of equal seniority who must examine the supporting vouchers or requisitions or verify the transaction;
- l) arising out of, or in any way related to only one individuals authorisation being required to add or delete vendors;
- m) arising out of, or in any way related to the forgery, alteration or fraudulent use of any credit card, fuel card or store card issued by **Your Company** to **Employees** or **Directors** to the extent that **Your** non-compliance to the terms and conditions under which such credit card, fuel card or store card issued contributed to or caused the **Crime Loss**; or
- n) arising out of, or in any way related to any kidnap, ransom or extortion.

You must provide adequate proof to substantiate a **Claim** with relevant evidence of a **Crime Loss**. This includes but is not limited to the following:

- a) adequate proof of the quantum of **Crime Loss**;
- b) all facts attributable to the **Crime Loss**, including but not limited to the perpetrators and other relevant parties, any CCTV footage or witness statements, activities that lead to the **Crime Loss**, and period of time such activities have been evident;
- c) highlighting security or control weakness and discussion around how these weaknesses will be addressed;
- d) all supporting documentation and pertinent date and records.

We shall pay **Crime Loss** on the basis of valuation set out below with respect to the following categories of **Crime Loss** covered under this extension:

- a) in respect of **Securities**, **We** shall not pay for more than the actual cash value thereof at the close of business on the business day on which the **Crime Loss** was first **Discovered**.

- b) in respect of **Tangible Property**:
 - i. in the case of loss of or damage to **Tangible Property** consisting of books of accounts, data storage devices, or other records (other than electronic data) used by **Your Company** in the conduct of **Your Business**, **We** shall pay for the cost of replacing such books of accounts, data storage devices, or other records with blank books, pages, data storage devices, or other blank materials;
 - ii. in the case of loss of, or damage to all other **Tangible Property**, **We** shall be liable for the price paid by **Your Company**, or the cost to replace or repair such other **Tangible Property**, or the actual cash value thereof at the time of the **Crime Loss**, whichever is the lesser;
- c) in respect of loss of money consisting of foreign currency, loss shall be calculated by reference to the rate of exchange published by the Reserve Bank of Australia at the close of business on the business day on which the **Crime Loss** was first **Discovered**.

4. Identity fraud

- a) If any party other than **Your People** enters into any agreement with any third party fraudulently representing themselves as a representative of **Your Company**, then **We** will pay any reasonable and necessary fees, costs and expenses incurred by **Your Company** with **Our** written consent (which shall not be unreasonably withheld), in establishing that such fraudulent misrepresentation has occurred, should the **Third Party** seek to enforce such agreement against **Your Company**; and
- b) **Our** total liability during the **Period of Insurance** for all **Claims** under this extension will not exceed \$100,000.

5. Internet liability

We will pay for **Loss** on behalf of **Your Company** for any **Claim** for **Internet Liability** with a sub-limit up to \$150,000 or the **Limit of Indemnity** whichever is the lesser amount.

However, this extension shall not cover any **Internet Liability**:

- a) arising out of or attributable to licensing fees, or royalties ordered, directed or agreed to be paid by the **Insured** for the continued use of a person or entity's copyright, trade name, trade dress, trade mark, service mark, service name, slogan or other protected intellectual property;
- b) arising out of or in any way related to any unsolicited electronic dissemination of emails, faxes or other communications to a third party including an actual or alleged violation of the Spam Act 2003 (Cth) and any other federal, state or foreign anti-spam statute, law or regulation;
- c) arising directly or indirectly from the use or provision of any games, gaming, gambling, lottery or auctioneering activities.

Exclusion 6. Intellectual Property shall not apply to this Extension 5. Internet Liability but only where **Your Company** can reasonably demonstrate it has adequate copyright compliance procedures in place including but not limited to:

- a) procedures for obtaining permission to reproduce or copy material; and
- b) procedures for posting content online; and
- c) obtaining advice from qualified independent third parties to review and confirm that any publication issued by **Your Company** does not breach third party intellectual property rights.

In the event that the Cyber cover optional extension is selected and confirmed by the **Policy Schedule** no **Claim** will be payable under this extension if the **Claim** would be covered under the Cyber cover optional extension.

6. Tax audit costs

Subject to the **Excess** in respect of **Tax Audit Costs** as specified in the **Policy Schedule**, **We** will pay **Tax Audit Costs** with a sub-limit up to \$500,000 or the **Limit of Indemnity** whichever is the lesser amount.

However, this extension will not pay for any **Tax Audit Costs**:

- a) incurred without **Our** prior written consent; and/or
- b) arising from **Your** improper, unwarranted or unjustified refusal or failure to comply with any lawful request made by a state or federal Commissioner of Taxation for the production of documents or the supply of information. Refusal or failure to comply will not be deemed improper, unwarranted or unjustified if **You** refuse or fail to comply based upon the reasonable advice of **Your** accountant or tax agent that such refusal or failure is appropriate and **You** provided that accountant or tax agent with all relevant documents and information; and/or
- c) relating to audits or investigations under customs legislation; and/or
- d) relating to audits or investigations of income received or earned where the source of income is the outside the Commonwealth of Australia or where the services giving rise to the **Tax Audit Notice** are performed by persons or entities ordinarily resident outside Australia; and/or
- e) relating to audits or investigations arising out of any fraud or fraudulent act or omission committed by **You** or on **Your** behalf; and/or
- f) arising from audits or investigations where **You**, or any person acting on **Your** behalf, has become aware of any error or deficiency in any return of income or other documentation supplied to a state or federal Commissioner of Taxation and **You**, or any person acting on **Your** behalf, has failed to notify the Commissioner of that error or deficiency within the lesser of a reasonable time or the time limit for contesting such an error or deficiency.

d) Cyber cover optional extension

1. The following is an Optional Extension to this Coverage Part 4 only and is subject to all the terms, conditions and exclusions of the **Policy** unless otherwise stated to the contrary. If no cover is indicated in the **Policy Schedule** in respect of this Optional Extension then there is no cover provided for this Optional Extension. **We** reserve the right to offer this Optional Extension and to impose any additional terms, conditions and exclusions or charge any additional premium as **We** may require.

a) Privacy breach

Where cover is not otherwise provided by Coverage Part 4 – Company Liability, **We** will pay, on behalf of **Your Company**, all sums which **Your Company** becomes legally obligated to pay (including liability for claimants' costs and expenses) and **Cyber Defence Costs** resulting from any **Claim** first made against **Your Company** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance** as a direct result of:

i. Personal information

the breach, by or on behalf of **Your Company**, in respect of any natural person, of any **Privacy Obligations**.

ii. Commercially confidential information

any actual or alleged unauthorised disclosure, loss or theft of **Commercially Confidential Information**, by or on behalf of **Your Company**.

iii. Employee information

the breach, by or on behalf of **Your Company**, of any **Privacy Obligations** relating to any **Employee** as a direct result of **Your Company's** failure to maintain the confidentiality and/or security of any:

1. **Computer Records** pertaining to such **Employee**; and/or
2. data or information pertaining to such **Employee** stored on **Your Company's Computer Systems**.

iv. Information outsourced by your company

any actual or alleged unauthorised disclosure, loss or theft of:

1. **Personal Information**; or
2. **Commercially Confidential Information**,

in the care, custody or control of any **Service Provider** where such information is authorised to be in the care, custody or control of the **Service Provider** by **Your Company** pursuant to a written contract.

b) Systems damage

We will pay **Rectification Costs** incurred:

- i. in retrieving, repairing, restoring or replacing any of **Your Company's Computer Records** (or any other **Computer Records** for which **Your Company** is responsible) that have been destroyed, damaged, lost, altered, distorted, erased or mislaid (and which after diligent search cannot be found);
- ii. in repairing, restoring or replacing any of **Your Company's Computer Systems** that have been destroyed, damaged, lost, altered, distorted, erased or mislaid,

as a direct result of any **Cyber Event** first discovered by an **Insured** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance**.

c) Computer virus transmission and hacking

We will pay, on behalf of **Your Company**, all sums which **Your Company** becomes legally obligated to pay (including liability for claimants' costs and expenses) and **Cyber Defence Costs** resulting from any **Claim** first made against **Your Company** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance** as a direct result of any financial loss suffered by a **Third Party** arising directly from:

- i. a **Hacking Attack** or **Virus** that has emanated from or passed through **Your Company's Computer Systems**; or
- ii. a **Hacking Attack** or **Virus** that restricts or prevents access to **Your Company's Computer Systems** by **Third Parties** authorised by **Your Company** to gain such access; or
- iii. the loss or theft of **Your Company's** data or data for which **Your Company** is responsible or alleged to be responsible for, arising directly from a **Hacking Attack** or **Virus**.

d) Multimedia liability

We will pay, on behalf of **Your Company**, all sums which **Your Company** becomes legally obligated to pay (including liability for claimants' costs and expenses) and **Cyber Defence Costs** resulting from any **Claim** first made against the **Your Company** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance** as a direct result of:

- i. libel, slander or defamation;
- ii. invasion of or interference with the right to privacy, including those of **Employees**, or commercial appropriation of names or likeness;
- iii. plagiarism, piracy or misappropriation of ideas;
- iv. infringement of copyright, domain name, commercial title or slogan, the dilution or infringement of trademark, service mark, service name or trade name;

arising directly from:

1. **Your Company's Internet and Email Content**; or
2. **Your Company's Promotional Material**; or
3. **Third Party** digital content downloaded, shared or distributed from **Your Company's Computer Systems**.

e) Cyber extortion cover

- i. **We** agree to pay **Cyber Extortion Costs** arising solely from a **Security Threat** first made against **Your Company** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance**.
- ii. Any **Cyber Extortion Costs** covered in i. above shall be subject to local legal requirements in co-operation with and under the direction of any authorised criminal enforcement or other agency asserting jurisdiction in the matter.

f) Privacy fines & investigations

Notwithstanding Exclusion 5. Fines and Penalties, **We** will also pay, to the extent **We** are permitted to by law, any:

- i. **Fine or Penalty** payable by **Your Company** as a direct result of a breach by the **Insured** of its **Privacy Obligations**; and/or
- ii. **Regulatory Investigation Costs** into such breach.

arising from any notice of the **Regulatory Investigation** into the breach specified in i. above first received by **Your Company**, and notified to **Us** in writing as soon as reasonably possible during, the **Period of Insurance**.

g) Privacy breach notification & loss mitigation

We agree to pay **Privacy Breach Costs** incurred as a direct result of a **Cyber Event** which is first discovered and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance**. **We** only pay those costs in the following circumstances:

- i. if **Your Company** is legally obligated to take the steps which the **Privacy Breach Costs** relate to; or
- ii. if:
 1. taking the steps specified in g) i. above will effectively mitigate or avoid a **Claim**; and
 2. such **Claim** would be covered under clause 1 a), Privacy Breach.

h) Rewards expenses cover

We agree to pay **Reward Expenses** incurred as a direct result of a **Cyber Event** which is first discovered and notified to **Us** in writing as soon as reasonably possible during, the **Period of Insurance**.

2. The sub-limit with respect to the cover provided in:
 - a) clause 1. a) above is \$200,000 in the aggregate.
 - b) clause 1. b) above is \$25,000 in the aggregate.
 - c) clause 1. c) above is \$200,000 in the aggregate.
 - d) clause 1. d) above is \$200,000 in the aggregate.
 - e) clause 1. e) above is \$250,000 in the aggregate.
 - f) clause 1. f) above is \$250,000 in the aggregate.
 - g) clause 1. g) above is \$50,000 in the aggregate.
 - h) clause 1. h) above is \$25,000 in the aggregate.

The total aggregate sub-limit with respect to the cover provided in clauses 1. a) to h) inclusive is \$250,000. The total aggregate sub-limit is included within, and is not in addition to, the aggregate limit or individual **Limit of Indemnity** (as applicable).

3. The **Excess** applicable with respect to each of the covers provided in clause 1. above is \$1,000.
4. Notwithstanding the cover provided in clause 1. above, it is declared and agreed that there is no cover for any **Claim**, matter, liability, loss or cost covered by this Extension which:
 - a) is based upon, directly or indirectly arises from or is attributable to the actual or alleged infringement of any patent.
 - b) except for Claims covered by clause 1. a) above, arises as a result of any request, from Your Company's acquiring bank, for funds or the imposing of fines and/or penalties as a result of fraudulent credit or debit card transactions.
 - c) is based upon, directly or indirectly arises from or is attributable to any failure to respond to or comply with an Enforcement Order.
 - d) in respect of clause 1. b) above only, is based upon, directly or indirectly arises from or is attributable to any failure of external networks, cables, or core internet infrastructure servers not in Your Company's operational control.
 - e) is based upon, directly or indirectly arises from or is attributable to any satellite failures, electrical or mechanical failures and/or interruption including, but not limited to, electrical disturbance, spike, brownout or blackout, outages to gas, water, telephone, cable, telecommunications, or other infrastructure, unless such infrastructure is under Your Company's operational control and unless such Claim is as a direct result of any Cyber Event.
 - f) is based upon, directly or indirectly arises from or is attributable to:
 - i. bodily injury (except emotional distress, mental anguish or humiliation), sickness, disease or death of any person; or

- ii. destruction of or damage to tangible property (including the loss of use thereof).
 - g) is based upon, directly or indirectly arises from or is attributable to the confiscation, commandeering, requisition, destruction of or damage to, any Computer System by order of a government de jure or de facto, or by any public authority, for any reason.
 - h) is based upon, directly or indirectly arises from or is attributable to the provision of cover or a benefit under this Policy to the extent that the provision of such cover or benefit would contravene any sanction, prohibition or restriction under any United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.
 - i) is based upon, directly or indirectly arises from or is attributable to any actual or alleged antitrust violation, restraint of trade, unfair competition, false, deceptive or unfair trade practices, violation of consumer protection laws, or false, deceptive or misleading advertising.
 - j) is based upon, directly or indirectly arises from or is attributable to fines or penalties attributable to the Insured's failure to comply with the Payment Card Industry Data Security Standard.
 - k) is based upon, directly or indirectly arises from or is attributable to any actual or alleged discrimination of any kind including, but not limited to, discrimination on the basis of race, colour, religion, age, sex, disability, pregnancy, marital status, political affiliations or ideology, sexual orientation or preference.
 - l) is based upon, directly or indirectly arises from or is attributable to the failure of the Insured to update firewalls, virus protection and other security software in place within Your Company's Computer Systems within one month of the update being issued for such software.
 - m) is based upon, directly or indirectly arises from or is attributable to the failure of the Insured to encrypt personally identifiable and confidential information that is removed from Your Company's premises on any Portable Media Device.
 - n) is based upon, directly or indirectly arises from or is attributable to the failure of the Insured to have a Business Continuity Plan (BCP) which includes back-ups stored off-site, in place that are tested at least annually.
 - o) is based upon, directly or indirectly arises from or is attributable to any act, error or omission occurring before the **Retroactive Date**.
5. For the purposes of this Extension, the following words have the following meanings:
- a) '**Authority**' means any official regulator, government body or government agency having legal authority to conduct a Regulatory Investigation.
 - b) '**Claim**' means:
 - i. the receipt by an Insured of any written demand for money or damages, or non-pecuniary relief; or
 - ii. any writ, summons, application or other originating legal (criminal, civil or otherwise) or arbitral proceedings, cross claim or counter-claim which is served upon an **Insured**
 with respect to a matter that is the subject of cover provided by this Extension.
 - c) '**Commercially Confidential Information**' means any information other than **Personal Information**:
 - i. which is not in the public domain or publicly available; and
 - ii. where disclosure may undermine the economic interest or competitive position of the owner of the information.
 - d) '**Computer Records**' means electronically stored data including magnetic tape, software or computer programs for or in respect of a **Computer System** used in the course of **Your Business**.
 - e) '**Computer Systems**' means all electronic computers including operating systems, software, hardware, firmware and all communication and open system networks, websites wheresoever hosted, off-line media libraries and data backups used in the course of **Your Business**.
 - f) '**Cyber Defence Costs**' means all reasonable and necessary legal fees, costs and expenses (including any expert costs where the choice of expert has been approved by **Us**) that **We** incur or **Your Company** incurs with **Our** prior written consent (which shall not be unreasonably delayed or withheld) in the investigation, defence or settlement of any **Claim** made against **Your Company**.
 - g) '**Cyber Event**' means any:
 - i. **Hacking Attack** or **Virus**;
 - ii. malicious damage to **Your Company's Computer Systems** by an **Employee**;
 - iii. accidental damage to or destruction of **Your Company's Computer Records** because of an operational error, an error while establishing the parameters, or an involuntary error by an **Employee** or a **Service Provider**; or
 - iv. failure of a **Service Provider** hosting **Your Company's Computer Systems** as a direct result of i. to iii. above.
 - v. failure of a direct or back-up power supply or under/over voltage but only if such power supply is owned, managed or controlled by **Your Company** or by a **Service Provider**;
 - vi. electrostatic build-ups or electromagnetic disturbances.

- h) **'Cyber Extortion Costs'** means:
- i. any monies paid by **Your Company** not in contravention of any applicable legal requirements and with **Our** prior written consent (which shall not be unreasonably delayed or withheld);
 - ii. reasonable and necessary fees, costs and expenses that **We** incur or **Your Company** incurs with **Our** prior written consent (which shall not be unreasonably delayed or withheld):
 1. in negotiating, mediating and crisis managing to terminate or end a **Security Threat** that might otherwise result in harm to **Your Company**; or
 2. the cost to conduct an investigation to determine the cause of a **Security Threat**.
- i) **'Enforcement Order'** means a notice or order from any data protection authority, government authority, regulator, Court, Tribunal or other public body authorised to investigate, prosecute or otherwise enforce applicable laws or regulations relating to the collection, storage or processing of **Computer Records**, requiring **Your Company** to:
- i. confirm compliance with any data protection and/or privacy law or regulation;
 - ii. take specific measures to comply with any applicable data protection and/or privacy law or regulation; or
 - iii. refrain from processing any specified **Computer Records** or using any specified **Computer System**.
- j) **'Excess'** means that part of each and every **Claim**, liability, loss or cost:
- i. which is payable by the **Your Company**; and
 - ii. for which **We** have no liability under this **Policy**; and
 - iii. the amount of which is specified in this Cyber Cover Extension; and
 - iv. which does not form part of the individual sub-limits or the total aggregate sub-limit with respect to the cover provided in clause 1. a) to h) inclusive above.
- k) **'Fine or Penalty'** means:
- i. A monetary fine or penalty payable by **Your Company** to an **Authority**;
 - ii. **Fine or Penalty** does not include any amounts payable or calculated by reference to:
 1. compensation;
 2. compliance, remedial, reparation or restitution costs;
 3. exemplary or punitive damages;
4. any consequential loss, including, but not limited to, loss of reputation, loss of use or enjoyment, loss of profits or depreciation, except if specifically covered by this **Policy**;
 5. requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue charge or impost; and
 6. any fine or penalty the insurance of which is prohibited at law.
- l) **'Hacking Attack'** means any malicious or unauthorised electronic attack including, but not limited to, any fraudulent electronic signature, brute force attack, phishing, denial of service attack, initiated by any **Third Party** or by any **Employee** and that is designed to damage, destroy, corrupt, overload, circumvent or impair the functionality of **Your Company's Computer Systems** or **Your Company's Computer Records**.
- m) **'Internet and Email Content'** means any text, images, video, interactive content or advertising material:
- i. published on **Your Company's** website; or
 - ii. contained within an email sent by an **Insured** on behalf of **Your Company**; or
 - iii. produced by or on behalf of **Your Company** and published on a **Third Party's** website.
- n) **'Money'** means any physical or electronic legally acceptable currency, coins or bank notes of a generally accepted value.
- o) **'Personal Information'** means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is:
- i. true or not; and
 - ii. in a material form or not.
- p) **'Portable Media Device'** means disks, tapes, USB or flash memory data storage devices, laptops, blackberrys or any type of smart phone, tablet or removable device capable of storing data.
- q) **'Privacy Breach Costs'** means the reasonable and necessary fees, costs and expenses that **We** incur or **Your Company** incurs with **Our** prior written consent (which shall not be unreasonably delayed or withheld) required to be incurred in respect of any **Privacy Obligations** to:
- i. fulfil any legal or regulatory obligation **Your Company** has to notify **Third Parties** of an actual or suspected breach of privacy in relation to any **Personal Information**; or
 - ii. establish a credit monitoring service or identity theft helpline; or
 - iii. provide call centre support services; or
 - iv. conduct an independent audit of **Your Company's Computer Systems** to identify the source of such privacy breach.

- r) **'Privacy Obligations'** means the **Insured's** legal obligations arising directly from:
- i. any privacy statement governing the handling of information on **Your Company's Computer Systems**; or
 - ii. any written contract between **Your Company** and a **Third Party** governing the processing and storage of credit card information on **Your Company Computer Systems**;
 - iii. any implied contractual duty to use reasonable care and skill in the handling of **Personal Information** or credit card information (including breaches of the Payment Card Industry Data Security Standard);
 - iv. any legal obligation to notify individuals of an actual or potential breach of their **Personal Information**; or
 - v. statutory data protection regulations in the country or countries where **Your Company** operates, including industry specific data protection and security regulations as they currently exist and as amended.
- s) **'Promotional Material'** means any marketing materials or tangible goods produced by or on behalf of the **Your Company** for the purpose of marketing **Your Business**.
- t) **'Rectification Costs'** means reasonable and necessary fees, costs and expenses that **We** incur or **Your Company** incurs with **Our** prior written consent (which shall not be unreasonably delayed or withheld) as a result of the use of external consultants, contractors or advisers including but not limited to, forensic or security consultants or any additional costs that **Your Company** incurs to its **Employees**.
- For the avoidance of doubt, **Rectification Costs** does not include the salaries or other remuneration entitlements of **Employees**, or **Your Company's** office expenses or any payments that **Your Company** has paid or agreed to pay as part of any service or maintenance contract.
- u) **'Regulatory Investigation'** means:
- i. any formal or official civil examination, investigation, inquiry, hearing or other civil proceedings ordered or commissioned by any **Authority** into the **Privacy Obligations** of **Your Company** during the **Period of Insurance**:
 1. requiring attendance before or the production of documents by **Your Company** to the **Authority**;
 2. requiring questions to be answered by **Your Company** to the **Authority**;
 3. identifying **Your Company** in writing as a target of an examination, investigation, inquiry hearing or other proceeding by an **Authority**.
 - ii. a **Regulatory Investigation** shall be deemed to be first made when **Your Company** is first required to respond and/or attend or is so identified as a target of the **Regulatory Investigation**.
 - iii. **Regulatory Investigation** does not include any routine inspection, supervision, compliance or similar reviews or general industry wide violation reviews which extend to **Your Company**.
- v) **'Retroactive Date'** means the date from which **Your Company** has continuously held cyber insurance cover via a standalone cyber insurance **Policy** or via a cyber cover extension added to an existing insurance **Policy**.
- w) **'Reward Expenses'** means the reasonable and necessary property or other consideration paid by **Us** or by **Your Company** with **Our** prior written consent (which shall not be unreasonably delayed or withheld) to a **Third Party** (other than a law enforcement professional or **Authority**) for information which leads to the conviction, of an indictable offence, of perpetrators arising out of a **Hacking Attack** covered by this **Policy**.
- x) **'Security Threat'** means any expressed and documented threat or connected series of threats to commit a local, cross border or multi-country attack against **Your Company's Computer System** for the purpose of demanding **Money**, **Securities** or other tangible or intangible property of value from **Your Company**.
- y) **'Service Provider'** means any person, partnership, company, corporation, incorporated society or other body corporate or entity, third party independent contractor that is not an **Insured**, who provides business process (including call centre, fulfilment and logistical support) and/or information technology services (including hosting, security management, co-location, and collects, stores or processes **Your Company's Computer Records**) for **Your Company** in accordance with a written contract.
- z) **'Third Party'** means any person, partnership, company, corporation, incorporated society or other body corporate or entity who is not an **Insured** at the time of their acts, errors or omissions.
- aa) **'Virus'** means any software code including but not limited to any logic bomb, Trojan horse or worm that has been introduced by any **Third Parties** or by any **Employee** and that is designed to damage, destroy, corrupt, overload, circumvent or impair the functionality of **Your Company's Computer Systems** or **Your Company's Computer Records**.

e) Exclusions

The following exclusions apply to this Coverage Part 4 only (but do not apply to: Extension 3. Crime Loss, Extension 6. Tax Audit Costs or Optional Extension 1. Cyber Cover above).

We shall not be liable for **Loss** on account of any **Claim**:

1. Anti-competitive practices

arising directly out of:

- a) an actual or alleged violation of any law or regulation which regulates or restricts anti-trust or cartel conduct, monopolistic behaviour or practices, price fixing, price discrimination, predatory pricing, unfair or restrictive trade practices; or
- b) tortious interference in a third party's business or contractual relationships.

2. Breach of contract

based upon, arising out of, attributable to any liability of **Your Company** under any written or verbal contract or agreement. However, this exclusion will not apply to any liability that would have attached to **Your Company** in the absence of such contract.

3. Conduct

based upon, directly or indirectly arising from or attributable to any wilful breach of duty, dishonest, fraudulent, criminal or malicious act or omission or other act or omission committed with deliberate intent of such **Insured**.

4. Cyber attack

directly or indirectly caused by, arising from or in anyway connected to a **Cyber Attack**.

5. Fines and penalties

which consists of fines or penalties.

6. Intellectual property

arising out of any actual or alleged infringement, violation, plagiarism, breach of intellectual property or copyright, patent, trade mark or trade secret.

7. Intentional claims

that **Your Company** has intentionally encouraged.

8. Motor, air or marine

arising out of an actual or alleged violation of any law or regulation with respect to vehicle, air or marine traffic.

9. Product liability and product recall

arising directly or indirectly from or in respect of:

- a) **Your Company's** manufacture, distribution and/or sale of products; or
- b) the recall of any products manufactured, distributed and/or sold by **Your Company**.

10. Statutory liability

arising out of an actual or alleged offence under an **Act of Parliament**.

11. Trading debts

arising out of any trading or business debt incurred by **Your Company**.

12. Your people

- a) solicited or brought by **Your People**; or
- b) arising out of or attributable to or in consequence of an **Employment Related Wrongful Act**.

CONTACT DETAILS

ENQUIRIES 13 fi4 81

CLAIMS 13 fi4 80

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Adelaide
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ABN 11 000 016 722 AFSL 227681
trading as CGU Insurance