

### SCHEDULE OF COVER

# **Association Liability**

OUR REFERENCE 11120136

**INSURED** The Gliding Federation of Australia Incorporated

BUSINESS OF INSURED Sporting Association

PERIOD OF INSURANCE 31/10/19 to 31/10/20 At 4pm Local Time

**INSURED PERSONS** The Gliding Federation of Australia Incorporated,

New South Wales Gliding Inc,

South Australian Gliding Association Inc,

Victorian Soaring Association Inc,

Western Australian Gliding Association Inc,

Queensland Gliding Association Inc,

Their Affiliated State Associations and Individual Clubs and

Worldglide Pty Ltd.

COVERING The Insured's legal liability in respect of their activities declared in

the Proposal Form or advised to us during the period of insurance subject to the Insurers's Terms, Conditions and Exclusions detailed in

their Policy Wording.

INSURING CLAUSES (a) Professional Services, Errors and Omissions

(b) Directors and Officers Liability

(c) Association Reimbursement Cover

POLICY EXTENSIONS 3.1 Reinstatement of INDEMNITY LIMIT Included

3.2Continuous CoverIncluded3.3Fraud & DishonestyIncluded3.4Loss of DocumentsIncluded

3.4 Loss of Documents Included Included

4.1 Heirs, Estates & Legal Representatives Included 4.2 Committees Included

4.3 Official Investigations & Inquiries Included

4.4 Automatic Reinstatement of the Limit of Liability For Included Non-Executive Directors Included

4.5 Discovery Period Included
4.6 Retirement Cover Included

4.7 Outside Directorship Cover Included
4.8 New Subsidiary Cover Included

4.9 Former Subsidiary CoverIncluded4.10 Occupational Health & SafetyIncluded

4.11 Statutory Liability Extension Included
4.12 Public Relations Cover Included

4.13 Order Of Payment

4.14 Positive Defence Costs For Claims

4.15 Continuous Cover

Included

4.16 Crisis Containment Included
4.17 Emergency Defence Costs Included

Our Ref: 11120136 Page 1 of 4



2.2(c)	Association Cover LIMIT OF INDEMNITY	Included
2.2(f)	Crime \$500,000	Included
2.2(g)	Taxation Investigation \$100,000	Included
4.3(a)	Official Investigations & Inquiries \$500,000	Included
4.3(b)	Official Investigations & Inquiries \$250,000	Included
4.10	OH&S Defence Costs \$1,000,000	Included
4.11	Statutory Liability \$250,000	Included
4.12	Public Relations \$100,000	Included
4.16	Crisis Containment \$100,000	Included
7.5	Pollution \$250,000	Included

#### **LIMITS OF INDEMNITY**

\$5,000,000 Any One Claim and in the aggregate during the insurance period.

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Including Defence	costs by	the ins	sured fo	or each claim:
Nil	Insuring	Clause	2.1	(Directors & Officers)
\$1,000	Insuring	Clause	2.2(a)	(Professional Indemnity)
\$1,000	Insuring	Clause	2.2(b)	(Association Reimbursement)
\$1,000	Insuring	Clause	2.2(c)	(Association Liability)
\$5,000	Insuring	Clause	2.2(d)	(Employment Practices)
\$1,000	Insuring	Clause	2.2(e)	(Trustee)
\$5,000	Insuring	Clause	2.2(f)	(Crime)
\$1,000	Insuring	Clause	2.2(g)	(Taxation Investigation)

# JURISDICTIONAL LIMITS

Worldwide (Excluding USA & Canada) unless specifically stated otherwise

Unlimited Excluding any known claims or circumstances

# POLICY WORDING

RETROACTIVE DATE

DUAL Australia Association Liability Wording 0509

# INSURER

Dual Australia Pty Ltd P\_AL/0/208253/18/J6 100.0000 Level 6 160 Sussex Street SYDNEY NSW

2000

As Agent For : Lloyds of London

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#### **NOTES**

#### NOTES

# 118AL Sanctions Limitation Exclusion

It is agreed that this policy is amended to include the following  $\ensuremath{\mathsf{Exclusion}}\xspace.$ 

WE will not cover the insured for or in connection with any claim arising out of or in any way connected with any matters where the provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Our Ref: 11120136 Page 2 of 4



Except as otherwise provided in this endorsement, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.

#### 120AL Whistleblower Hotline Access Endorsement

It is agreed that this POLICY is amended to include the following Additional Benefit:

#### Whistleblower Hotline Access

The ASSOCIATION and their internal and external stakeholders are hereby entitled to access the DUAL WHISTLEBLOWER HOTLINE throughout the INSURANCE PERIOD.

DUAL WHISTLEBLOWER HOTLINE means the use of a dedicated tollfree number to report suspected incidents and misconduct. The dedicated tollfree number will be provided when the POLICY is purchased, together with a detailed fact sheet regarding how the insured can use the DUAL WHISTLEBLOWER HOTLINE.

Please note that for the purposes of this Endorsement only, terms appearing in capital letters have a defined meaning in the POLICY. Except as otherwise provided in this Endorsement, the Insuring Clause and all other POLICY terms and conditions have full force and effect.

### **15AL Molestation Endorsement**

It is agreed that this POLICY is amended to exclude any child molestation or any kind of abuse of people under the care of the INSURED and its members.

Except as otherwise provided in this endorsement, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.

#### 122AL Professional Sports Exclusion Endorsement

WE are not liable to make any payment whatsoever under this POLICY in connection with any matter arising directly or indirectly out of or relating in any way whatsoever to any INSURED:

- (a) performing or engaging in any way in an activity which is a PROFESSIONAL SPORTING ACTIVITY;
- (b) being an organisation or body (including but not limited to any sporting controlling body, Federation, club, team, association or like organisations or bodies) overseeing, performing or engaging, participating or involved in a PROFESSIONAL SPORTING ACTIVITY, including but not limited to the control, management, administration, oversight or conduct of such an organisation or body;
- (c) being a person involved in or connected with any organisation or body, or activity, in (a) and/or (b) above.

This exclusion does not apply in relation to purely amateur sporting organisations or bodies.

In this Exclusion, PROFESSIONAL SPORTING ACTIVITY means a sport in

Our Ref: 11120136 Page 3 of 4



which an athlete performs that activity as their primary profession or occupation and is paid for their performance.

Except as otherwise provided in this Endorsement, all other POLICY terms and conditions shall have full force and effect.

### **SPECIAL NOTE**

This memorandum is prepared as a summary of the insurance policy. It is not a complete description of all the policy's terms, conditions and exclusions.

In determining a claim, or questions with regard thereto, the provisions of the policy will prevail.

Our Ref: 11120136 Page 4 of 4