

Policy Schedule

Date of issue	02 June 2022
Contact	Peta Broderick
Telephone	02 8623 4000
Email	peta.broderick2@aon.com

Important Notice: This Schedule should be read in conjunction with your Policy Wording, which together comprise your contract of insurance with the insurer. Please refer to both documents for full terms, conditions, exclusions and specific endorsements of your policy.

Vital Pack

Aon Reference	PRM 1DD8R
Insured	Old Rajshahi Cadets Association Australia Incorporated
Period of Insurance	4:00 PM 31 July 2022 to 4:00 PM 31 July 2023
Business Description	Principally volunteer, community, charitable and not-for profit Organisations and all other associated and related activities including activities of volunteers.

General and Products Liability

Business Description	Principally volunteer, community, charitable and not-for profit organisations and all other associated and related activities as declared by you on the liability declaration.	
Limit of Liability	General Liability (any one occurrence)	\$ 20,000,000
	Products Liability (any one period of Insurance)	\$ 20,000,000
Sub Limits of Liability	Property in physical or legal care, custody & control endorsement limit:	\$ 250,000
	The policy covers the organisation, its employees & volunteers from their legal liability to third parties for personal injury and/or property damage if proven legally liable or negligent as defined in the policy	
Geographical Limits	Anywhere in the Commonwealth of Australia	
Endorsement	Molestation Endorsement (CGU & XL Insurance only):	
	The limit of the Insurer's liability in respect of any one Claim shall not exceed 5,000,000.	
	The total aggregate liability of the Insurer during any one Policy Period shall not exceed 5,000,000. Supplementary Payments shall be included within the Limit of Liability.	
	This Policy does not provide cover for legal liability arising out of or in any way connected with actual, threatened or perceived sexual assault, sexual harassment or molestation of any person arising from the operation or ownership of any school, religious organisation or child care centre.	
Exclusions	Refer to the policy for full conditions All service providers to carry their own insurance A service provider is deemed as anyone hired by the Insured to provide a good or service. Service providers include but are not limited to security, amusement device operators, fireworks operators, caterers, contractors, venue owners, entertainers etc. It is a condition precedent to the policy that any Insured providing services to third party individuals or groups must hold the appropriate qualifications or license. It is	

further agreed that staff/volunteers working for these Insured's must also be appropriately qualified in the activities they are conducting.
Excludes professional indemnity
Excludes all contractors and/or sub-contractors
Warranted no known or reported incidents/claims
Excludes Acts of War & Terrorism
Policy excludes liability arising from the participation in any sporting activities
Additional activities, events or fundraising not declared on original declaration not insured until referred to and accepted by the Insurer
Excludes molestation

Deductibles Each and every claim \$ 1,000

Warranties/Special Conditions All NFP liability agreed terms and conditions to apply

Retroactive date: 31/07/2020

Retroactive Date (Date of Inception): 31/7/2020

Agreement Number B0334SC3342019343

Unique Market Reference Number B0334SC3342019343

Certificate of Insurance: This Certificate of Insurance confirms that in return for payment of the premium shown on the Tax Invoice, XL Insurance Company SE, Australia Branch have agreed to insure you, in accordance with the wording attached to this certificate.

In accepting this Insurance, XL Insurance Company SE, Australia Branch have relied on the information and statements you have provided on the proposal form (or declaration). You should read this Certificate carefully and if it is not correct contact Aon Risk Services. It is an important document and you should keep it in a safe place with all other papers relating to this insurance.

This Certificate is Insurance Council of Australia's General Insurance Code of Practice compliant. XL Insurance Company SE, Australia branch proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any complaint relating to this Insurance can be lodged with the Coverholders complaints team as follows:

The Complaints Officer
Aon Corporation Australia Pty Ltd
Level 33, 201 Kent Street, Sydney NSW 2000
Tel: 02 9253 7000

Email: au.compliance@aon.com

Complaints that cannot be resolved via the relevant complaints process may be referred to the Australian Financial Complaints Authority, the details of which are noted below:

Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001

Web: www.afca.org.au Email: info@afca.org.au
Telephone: 1800 931 678

The amount of Premium specified herein is the amount due to the Underwriters and any commission allowed by them is to be regarded as remuneration of the Coverholder placing this Insurance.

In the event of claim arising under this Insurance immediate notice should be given to:

Aon Risk Services Australia Limited
201 Kent Street
Sydney NSW 2000
Tel: 02 9253 7000

**Authorized Coverholder
Signature**

In effecting this Certificate, Aon will be acting under an authority granted to them by XL Insurance Company SE, Australia branch under a Binding Authority Agreement to effect such insurance on their behalf and will effect insurance as agent of the Underwriters and not agent of the Assured.

The following policy schedule has been signed and issued by authorized coverholder – Gavin Deadman for the Not for Profit Liability facility



Policy Wording

Not for Profit General and Products Liability Wording SBAF0012Q211001

Insurer
XL INSURANCE COMPANY SE
A.B.N. 36 083 570 441
LEVEL 28, 123 PITT ST
SYDNEY

Policy Number
SC3342014343

Proportion
100%

NSW
2000

Section Premium Details:

Billing Currency : AUD		
Premium	\$	646.80
Stamp Duty	\$	64.03
GST	\$	64.68
Total Amount	\$	775.51

Protector/Association Liability

Policy Number 83ASL1874478

Insured Named Entity Old Rajshahi Cadets Association Australia Incorporated

ABN	43 239 754 785	
Insured Services	The provision of professional services in relation to the association's objectives or purpose, Professional Bodies and/or not for Profit Associations, association with national, state and affiliated committees.	
Policy Wording	Aon Not-for-Profit Protector/Association Liability Policy Wording AFFENDALI0520	
Limit of Liability	Section 1 Professional Liability	\$ 1,000,000 any one Claim and \$ 2,000,000 in the aggregate
	Section 2 Management Liability	\$ 1,000,000 any one Claim and \$ 2,000,000 in the aggregate
	Section 3 Association Liability	\$ 1,000,000 any one Claim and \$ 2,000,000 in the aggregate
	Section 4 Employment Practices Liability (Association Liability)	\$ 1,000,000 any one Claim and \$ 2,000,000 in the aggregate
	Section 5 Employee Fraud or Dishonesty	\$ 100,000
	Section 6 Superannuation Trustees Liability	Not Insured
Amount of Deductible	Section 1 Professional Liability	Nil each and every Claim
	Section 2 Management Liability	Nil each and every Claim
	Section 3 Association Liability	Nil each and every Claim
	Section 4 Employment Practices Liability (Association Liability)	Nil each and every Claim
	Section 5 Employee Fraud or Dishonesty	\$ 2,000 each and every Claim
	Section 6 Superannuation Trustees Liability	\$ 2,000
Application of the Deductible	Application of Deductible in respect of Australia and New Zealand	Cost Exclusive
Retroactive Date	Unlimited, excluding any known claims and circumstances	
Jurisdictional Limits	Anywhere in the world, excluding USA	
Geographical Limits	Anywhere in the world, excluding USA and Canada	
Specific Sub Cover Limits	Section 1 Professional Liability	
	1.2.4 Loss of Documents	\$ 500,000
	1.2.7 Statutory Liability	\$ 100,000
	Section 2 Management Liability	
	Section 3 Association Liability	
	3.2.1 Breach of Contract	\$ 100,000

3.2.2 Crisis Costs	\$ 50,000
3.2.3 Investigation Costs	\$ 500,000
3.2.4 Occupational Health and Safety Defence Costs and Investigation Costs	\$ 500,000
3.2.5 Pollution Defence Costs and Investigation Costs	\$ 500,000
3.2.7 Statutory Liability	\$ 500,000
3.2.8 Taxation Audit Costs	\$ 250,000
Section 4 Employment Practices Liability	
4.2.1 Attendance at Investigations	\$ 500,000
Section 5 Employee Fraud or Dishonesty	
5.2.1 Investigative Fees	\$ 100,000
5.2.2 Legal Fees	\$ 50,000
Section 6 Superannuation Trustees Liability	
5.2.1 Investigation Fees	\$ 500,000
5.2.2 Legal Fees	\$ 100,000
Section 7 General Extensions	
7.5 Emergency Costs	The greater of \$250,000 or 10% of the Limit of Liability
7.7 Public Relation Costs	\$ 1,000,000

Endorsement

Amendment to Severability Condition Endorsement

Notwithstanding anything else to the contrary contained in the Policy, it is declared and agreed that General Condition 9.8 is amended by adding the following sub-clauses:

e. In the event of fraudulent misrepresentation or fraudulent non-disclosure at the time the Policy was entered into by an Insured, the Insurer will have the rights available to it in accordance with section 28(3) of the Insurance Contracts Act 1984 (Cth) with respect to any loss which is based on, arising from or in consequence of such misrepresentation or nondisclosure.

f. In the event of misrepresentation or non-disclosure, other than fraudulent misrepresentation or non-disclosure, the Insurer waives all rights available to it pursuant to section 28(3) of the Insurance Contracts Act 1984 (Cth).

In all other respects this **Policy** remains unaltered.

Bodily Injury and Property Damage (Defence Costs Sub-limit) Exclusion

Notwithstanding anything else to the contrary contained in the Policy, it is declared and agreed that the following Additional Exclusion is added to Section 1.3 of the Policy:

Bodily Injury and Property Damage (Defence Costs Sub-limit) Exclusion

for any actual or alleged bodily injury, sickness, disease, death or emotional distress, or damage to or destruction, impairment or loss of the use of any property.

Provided that this Additional Exclusion will not apply to **Defence Costs** and **Investigation Costs**.

The total amount payable by the **Insurer** for **Defence Costs** and **Investigation Costs** under this Endorsement shall not exceed \$500,000 in the aggregate.

In all other respects this Policy remains unaltered.

Molestation

Molestation and Bodily Injury Inner Limit (\$500,000) Exclusion /Endorsements to apply in relation to all:

Child care/minding services

Churches and religious organisations

Notwithstanding anything else to the contrary contained in the Policy, it is declared and agreed that the following General Exclusion is added to Section 8 of the Policy:

Molestation (Defence Costs Sub-limit) Exclusion

for any **Claim** or **Loss** for or arising out of, based upon or attributable to any actual or alleged:

- a. molestation of, interference with, mental or physical abuse of, or assault of, any person;
- b. act(s) of indecency;
- c. failure to detect, act upon or prevent the molestation of, interference with, mental or physical abuse of, or assault of persons, or act(s) of indecency, by the Insured or any agent of the **Insured**.

Provided that this General Exclusion will not apply to:

- i. **Defence Costs**;
- ii. **Investigation Costs**; and
- iii. any **Employment Claim**.

The total amount payable by the **Insurer** for **Defence Costs** and **Investigation Costs** under this Endorsement shall not exceed \$500,000 in the aggregate.

In all other respects this **Policy** remains unaltered.

Free Legal Consultation

Insurance Australia Limited T/as CGU Insurance (CGU) will provide policyholders up to 2 hours of free legal advice and will be available from 9.00am to 5.00pm AEST, Monday to Friday (except public holidays).

Conditions of Use

The Insured must quote their current policy reference number from their policy schedule prior to beginning discussion of the matter with the appointed representative. Discussions with the insurer's appointed firm in relation to a Claim, or any allegation or circumstance which may give rise to a Claim, does not constitute official notification of a Claim under the insurance policy.

The Insured must separately notify the insurer immediately in writing of any Claim, allegation or circumstance that may give rise to a Claim as required by the policy. The insurer's appointed firm cannot provide final legal advice to the Insured via the hotline on policy or other indemnity issues. Nothing said by the insurer's appointed firm may be taken as conclusive advice on indemnity.

If a Claim arises out of a matter about which the Insured has sought advice from the appointed firm, it is at the insurer's sole discretion whether to engage the appointed firm for this hotline to represent the Insured in relation to that Claim. The Insured authorises the appointed firm to disclose to the insurer all information obtained via the hotline that may result in a Claim being pursued or defended under the terms and

conditions of the policy.

To the extent necessary, the Insured waives all claims to professional privilege over that information as between the insurer and itself. The Insured acknowledges that the disclosure of this information may affect their entitlement to indemnity under the policy for the Claim.

Changes to the appointed firm will be notified to the Insured by Aon Risk Services Australia Limited. The insurer reserves the right to change the appointed firm at any time.

CGU have a panel of experienced insurance law firms with offices who can service every state and territory. In order to assist your query and direct you to the appropriate legal panel firm, please contact a member of your dedicated Not For Profit service team.

Issued for and on behalf of Insurance Australia Limited T/as CGU Insurance ABN 11 000 016 722 on the Date of issue specified above. Aon Risk Services Australia Limited ABN 17 000 434 720 arranges the insurance and Insurance Australia Limited T/as CGU Insurance issues the insurance.

Endorsement

As per policy wording

Insurer

INSURANCE AUSTRALIA LIMITED T/AS CGU PROF RISKS
A.B.N. 11 000 016 722
GPO BOX 4609
MELBOURNE VIC3001

Policy Number

83ASL1874478

Proportion

100%

Section Premium Details:

Billing Currency : AUD

Premium	\$	336.00
Stamp Duty	\$	33.26
GST	\$	33.60
Total Amount	\$	402.86

Total Premium Details:

Billing Currency : AUD

Premium	\$	982.80
Stamp Duty	\$	97.29
GST	\$	98.28
Total Amount	\$	1,178.37