



**SPORTSCOVER**

A.C.N. 006 637 903

**GENERAL LIABILITY INSURANCE**

**POLICY WORDING**

**FOR AMATEUR SPORTS**

**SECTION ONE**

In consideration of the payment of the premium stated in the schedule and in reliance on the particulars and statements made in the proposal referred to in the schedule the underwriter nominated in the schedule (hereinafter called the "Company") will to the extent and in the manner provided:

**INSURING AGREEMENTS**

- (1) Indemnify the Insured's legal liability to pay Compensation for Personal Injury or Property Damage that happens during the period of insurance arising from an Occurrence in connection with The Business within the Territorial Scope up to a maximum of the respective limits of indemnity for General Liability and Products Hazard as stated in the schedule. The total aggregate liability for Products Hazard during any one period of insurance will not exceed the limit of indemnity.
- (2) Indemnify the Insured for the legal advisors fees and court costs involved in defending any claims against the Insured to the extent that such claims fall within the terms and indemnity limits provided for in (1) above. The Company shall have the right but not the obligation to appoint legal representatives and conduct the defence of any such claim, investigation, negotiation and settlement thereof as it considers expedient.
- (3) Reimburse the Insured for all reasonable expenses, other than wages, loss of earnings or profits, incurred with the consent of the Company in connection with (2) above.

Indemnity or reimbursement provided in Insuring Agreements (2) and (3) shall be payable in addition to the applicable limits of indemnity stated in the schedule.

**DEFINITIONS**

1. "AIRCRAFT" means any vessel, craft, Vehicle, kite, hang glider, balloon or other appliance whether heavier or lighter than air used for recreational flying aerial sports or to transport persons or property. The term aircraft includes any related appurtenances or equipment such as parachutes.
2. "CATEGORY 4 SPORTS" means Gridiron, Rugby, Rugby League, Soccer, Australian Rules, Kick Boxing, Boxing, Martial Arts and all other contact sports.
3. "COACH/REFEREE" means a Member of the insured club who is accredited and qualified in accordance with the requirements of the sport nominated in the schedule and/or a person with a minimum of coaching or refereeing experience in the nominated sport, indicated in the schedule.
4. "COMPENSATION" means any amount payable under the terms of the policy and includes any interest which may be awarded upon damages or incurred upon a judgement debt and plaintiffs costs, but does not include fines, penalties, criminal sanctions of any description, punitive, liquidated, aggravated or exemplary damages.
5. "EMPLOYEE" means any person that the Insured has the right to direct during The Business activities who is engaged under a contract of service or apprenticeship and includes both statutory and common law employees.
6. "FUNGUS, MILDEW AND MOULD " includes but is not limited to any form or type of mould, mildew, mushroom yeast or biocontaminant. Spore(s) includes but is not limited to, any substance produced by, emanating from, or arising out of any fungus/fungi.

7. "GENERAL LIABILITY" means any liability of the Insured indemnifiable under Insuring Agreement (1) other than Products Hazard.
8. "INSURED" means:
- (a) The insured club named in the schedule;
  - (b) Any director, executive officer, committee Member, office-holder, employee of the insured club or Association but only whilst acting within the scope of their duties in such capacity;
  - (c) Any registered Member of the insured club or voluntary worker but only whilst acting in connection with club activities and whilst conforming to club rules and by-laws. Such Member or voluntary worker shall only be entitled to indemnity hereunder to the extent that said Member or voluntary worker is not entitled to indemnity under any other policy of insurance;
  - (d) Any owner of plant in respect of the hire of said plant to the insured club but only to the extent required under written hiring contract or agreement.
9. "LANDING AREA" means any part of earth's surface including water or any structure or property used for embarkation or disembarkation of people or loading or unloading of goods or where Aircraft are kept, housed maintained or operated and where Aircraft may take off and land.
10. "MEDICAL PERSONS" means medical doctors, nurses, dentists and certified first aid attendants.
11. "MEMBER" means any member, temporary player or other person actively engaged in and appropriately registered for the purpose of playing the sport named in the schedule.
12. "OCCURRENCE" means an event, including continuous, repeated exposure to substantially the same general condition, which result in Personal Injury or Property Damage neither, expected nor intended from the standpoint of the Insured.
13. "PERSONAL INJURY" means death, bodily injury, illness or disease of or to any person.
14. "PRODUCT" means any property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.
15. "PRODUCTS HAZARD" means any liability of the Insured indemnifiable under Insuring Agreement (1) which arises directly or indirectly out of a Product or any defect or failure thereof.
16. "PROPERTY DAMAGE" means accidental loss of or damage to tangible property and includes resultant loss of use of such damaged property.
17. "TERRITORIAL SCOPE" means:
- (a) anywhere in the Commonwealth of Australia and New Zealand, and
  - (b) anywhere in the world but only in respect of:
    - (i) your Products exported from the Commonwealth of Australia or New Zealand, and
    - (ii) visits by the Insured for the purpose of playing or administering The Business of the Insured or the sport nominated in the schedule but only whilst acting in connection with club activities and whilst conforming to club rules and by-laws.
18. "THE BUSINESS" means a sporting club and member of the sporting association designated in the schedule. The said business includes all activities connected with the sport including responsibilities as landlord, tenants, property owners and organisers of social and fund-raising activities but does not include any coaching activities unless noted in the schedule.
19. "VEHICLE" means any type of conveyance of goods or personnel, including a caravan or trailer, which is intended to be propelled other than by manual or animal power.
20. "WAR" means undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.
21. "WATERCRAFT" means any vessel, craft, Vehicle or appliance made or intended to float on or in or travel on or through or under water.

## **EXCLUSIONS – applicable to Section One**

### **This Policy does not apply to:**

- (A) Any liability directly or indirectly arising out of Personal Injury to any Employee of the Insured arising out of or in the course of employment in The Business.
- (B) Any obligation for which the Insured may be held liable under any Workers Compensation Law or Industrial Award or Agreement or Determination in respect to any Employee, contractor or any person in the service of any contractor or subcontractor to the Insured and any dependant of such person.
- (C) (i) Damage to property owned, leased or hired by or under hire purchase or loaned to the Insured or otherwise in the Insured's care, custody or control, but this exclusion does not apply to:
  - (a) Premises (including the contents thereof) and other property temporarily occupied by the Insured for the purpose of the sport and club named in the schedule;
  - (b) Employee's and visitor's clothing and personal effects for an amount not exceeding \$20,000 any one Occurrence. In respect of any such Occurrence the Insured shall bear the first \$200 of each and every claim;
  - (c) Premises occupied under a lease by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement. In respect of any payment for Property Damage caused by fire or explosion the Insured shall bear the first \$200 of each and every claim.
- (ii) Malicious damage caused by any Insured or others for whom the Insured is responsible.
- (D) Liability for costs arising out of the costs incurred in or in connection with the repair, reconditioning, replacement, removal, recalling or guarantee of any Product or component part.
- (E) Liability arising out of the ownership, maintenance, operation, preparation or use by or on behalf of the Insured of:
  - (i) any Aircraft or hovercraft, or
  - (ii) any Landing Area for Aircraft provided such liability arises out of such use as a Landing Area, or
  - (iii) any Watercraft or vessel exceeding 8 metres in length; but this exclusion (E) (iii) shall not apply with respect to operations by independent contractors.
- (F) Liability arising out of the ownership, maintenance, operation or use by or on behalf of the Insured of any Vehicle in respect of which there is required by law to be in force a policy of compulsory liability insurance.
- (G) Any liability directly or indirectly arising out of:
  - (i) assault, battery or any intentional or deliberate violence committed or alleged to have been committed by any Insured; or any
  - (ii) sexual assault, sexual harassment, sexual molestation or rape.
- (H) Liability directly or indirectly caused by riots and/or strikes or in consequence of war, invasion, act of foreign enemy, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, nuclear fission, nuclear fusion or radioactive contamination. This exclusion includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory.

## **EXCLUSIONS (Con't)**

- (I) Notwithstanding any provision to the contrary within the policy or any endorsement thereto it is agreed that the policy excludes death, injury, illness, loss, damage, cost or expense of whatsoever 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.

For the purpose of this exclusion, Act of Terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of 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 done for, or in connection with, 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.

This exclusion also excludes death, injury, illness, loss, damage, cost or expense of whatsoever 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.

- (J) Liability assumed under a contract or agreement unless the Insured would have been liable in the absence of such contract or agreement.
- (K) The rendering or failure to render professional advice or service by the Insured or any error or omission connected therewith provided that this exclusion does not apply to the rendering of first aid or medical services on the Insured's premises by Medical Persons employed by the Insured.
- (L) Personal Injury or Property Damage caused by or arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is caused by a sudden, identifiable, unexpected and unintended happening and takes place in its entirety at a specific time and place. It is further agreed that expenses for the prevention of any contamination or pollution shall also form part of this exclusion and shall not be recoverable under this policy.
- (M) Any claims brought against the Insured in any country or jurisdiction outside the Commonwealth of Australia or New Zealand.
- (N) Any liabilities arising directly or indirectly out of or caused by or in connection with:
- (i) the erection, demolition, alteration of and/or addition to buildings by or on behalf of the Insured except an erection, demolition, alteration of and/or addition to buildings not exceeding a total cost of \$50,000, and/or
  - (ii) demolition of a building or structure exceeding 10 metres in height.
- (O) Any liabilities arising directly or indirectly from vibration or from the removal or weakening of or interference with support to land, buildings or any other property.
- (P) Any liabilities arising directly or indirectly from explosion or collapse of boilers or other vessels under pressure in respect of which a certificate is required to be issued under the terms of any statute or regulation thereunder.
- (Q) Any Personal Injury caused and/or contributed by any Insured and/or to any participant caused and/or contributed by any participant in a match and/or a practice in regards to Category 4 Sports unless specified in the schedule.
- (R) Any liabilities arising out of any actions for defamation, libel, slander or breach of copyright.

## **EXCLUSIONS (Con't)**

- (S) Any liability arising anywhere in the world in relation to, caused by, or contributed to, directly or indirectly, or howsoever arising from:
- (i) total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Computer Equipment,
  - (ii) error in creating, amending, entering, directing, deleting or using Computer Equipment, or
  - (iii) total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all.
- Computer Equipment shall mean and include data or part of data, computer hardware, operating system, computer network, equipment, websites, servers, extranet, software, applications software, computer chip including microprocessor chip and coded instructions as well as any new technology, product or service replacing existing Computer Equipment.
- (T) Personal Injury arising out of Acquired Immune Deficiency Syndrome (AIDS), Hepatitis C or Cancer in any form, howsoever these illnesses may have been acquired or may be named.
- (U) Any liability directly or indirectly arising from Fungus, Mildew and Mould. Such exclusion shall include but not be limited to:
- (i) Personal Injury, Property Damage or medical payments or any advertising injury arising out of, resulting from, caused by, contributed to or in any way related to the existence, inhalation or exposure to any fungus/fungi and/or Spore(s);
  - (ii) Any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus/fungi or Spore(s); or
  - (iii) Any obligation to share with or repay any person, organisation or entity related in any way to items (i) and (ii) above regardless of any other cause, event, material, product and or building component that contributed concurrently or in any sequence to the Personal Injury or Property Damage.
- (V) Any form of performance, surety, credit or financial guarantee.
- (W) Any award for liquidated, punitive, aggravated or exemplary damages including all fines and penalties.
- (X) Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed by asbestos in whatever form or quantity.
- (Y) Claims caused by or arising out of arc or flame cutting, flame heating, arc or gas welding or similar operation in which welding equipment is used, unless such activity is conducted in strict compliance with the Australian Standard 1674-1990 (Fire Precautions in cutting, heating and welding operations) or similar issued by the Standards Association of Australia.
- (Z) Economic or pecuniary loss where no Personal Injury or damage to tangible property occurs.
- (AA) Personal Injury or Property Damage as a result of an Occurrence in the United States of America or Canada or territories, domiciles, protectorates or colonies coming within the jurisdiction of the courts of the United States or Canada.

This exclusion will not apply to claims or actions arising from the presence of any person who is normally a resident of Australia and who is not undertaking manual work or supervision of work of any kind whilst in the United States of America or Canada or their territories, domiciles, protectorates or colonies however the Company's liability shall be inclusive of all costs, expenses and interest as set out in Insuring Agreement (2).

## **CONDITIONS – applicable to Section One**

1. The Insured shall within the period of insurance noted in the schedule give to the Company immediate notice in writing of:
  - (a) every Occurrence claim writ summons proceedings impending prosecution inquest and all information in relation thereto in respect of which there may arise liability covered by the policy.
  - (b) every change materially varying any of the facts or circumstances existing at the commencement of this insurance that shall come to the knowledge of any officer of the Insured.
2. No admission offer promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may reasonably require.
3. The Company may at any time pay the Insured the limit of indemnity applicable to an Occurrence or period of insurance (less any sums already paid in respect of that Occurrence or period of insurance), or any lesser amount for which all claims arising out of that Occurrence or period of insurance can be settled. Thereafter the Company may relinquish the conduct and control of any such claims and be under no further liability in connection with them.
4. In the event of an Occurrence, the Insured shall immediately take at its own expense all reasonable steps, including recall of any of the Insured's Products, to prevent other Personal Injury or Property Damage from arising out of the same or similar conditions. Such expense shall not be recoverable under the policy.
5. The Insured must exercise reasonable care to avoid and minimise Personal Injury or Property Damage, which shall include taking reasonable measures to maintain all premises, fittings and plant in sound condition, ensuring that only competent employees are employed and by complying with all statutory obligations, by-laws, regulations, public authority requirements and safety requirements and you must ensure that your employees do this as well. If the Insured does not take reasonable precautions, the Company may refuse to pay part or all of the Insured's claim.
6. The Company shall be permitted but not obliged to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe. The Company may examine and audit the Insured's books and records at any time during the period of insurance and extensions thereof within three years after the final termination of the policy, as far as they relate to the subject matter of this insurance. If the Insured does not provide the Company details or access as the Company may reasonably request, the Company may refuse to pay or reduce the amount of a claim.
7. This policy may be cancelled at any time at the request of the Insured in which case the Company will retain premium calculated at the Company's short period rate for the time the policy has been in force. This calculation shall be made on a seasonal risk basis. The Company may cancel this policy in accordance with the Insurance Contracts Act 1984 (as amended).
8. The inclusion of more than one person or organisation as Insured under the policy shall not in any way preclude the right of any one Insured person or organisation to claim against another. This provision however shall not under any circumstances operate to increase or aggregate the limits of indemnity stated in the schedule.
9.
  - (i) The Insured has a duty to disclose to the Company before the policy is entered into every matter known being a matter that:
    - (a) is known by the Insured to be a matter relevant to the Company's decision whether to accept any or all of the risks provided for in the policy and if so on what terms;
    - (b) a reasonable person in the circumstances could be expected to know to be a matter so relevant.
  - (ii) The Company may avoid the policy in the event of any fraudulent failure by the Insured to comply with the duty of disclosure, or any fraudulent misrepresentation.
  - (iii) If the Insured fails to comply with the duty of disclosure or makes a misrepresentation to the Company before the policy was entered into and if the Company is not thereby entitled to avoid the contract, the Company's liability in respect of any claim shall be reduced to the amount which would place the Company in the position in which it would have been if this failure had not occurred or the misrepresentation had not been made.

# **PROFESSIONAL INDEMNITY**

## **SECTION TWO**

This section of the policy is a “claims made” wording

### **1. OPERATIVE CLAUSE**

In consideration of the payment of the premium by the Insured the underwriter named in the schedule (hereinafter called the “Company”) will indemnify the Insured against any claim or claims (including all legal costs and expenses for which the Insured shall become legally liable to the claimant) up to but not exceeding in the aggregate for all claims under this policy, the limit of indemnity specified in the schedule arising from breach of professional duty whether such duty is owed in contract or otherwise in respect of the Insured’s legal liability arising from negligent acts, errors or omissions whenever or wherever committed or alleged to have been committed in connection with The Sport, provided that the Claim or Claims are:

- (i) made against the Insured during the period of insurance specified in the schedule and,
- (ii) immediately notified in writing to the Company by the Insured during the period of insurance,
- (iii) arising out of any act, error or omission which occurred subsequent to the Retroactive Date.

### **2. DEFINITIONS – applicable to Section Two**

2.1 “CLAIM” means

- (i) any claim made against the Insured;
- (ii) the receipt of written notice from any person of an intention to make a claim against the Insured; irrespective of whether the quantum is likely to be within or above the amount of the excess specified in the schedule.

2.2 “CLAIMS MADE” means any Claim made during the actual period of insurance.

2.3 “EXCESS” means the first amount of any Claim the Insured is required to pay.

2.4 “INSURED” means a qualified person appointed by the club, league or association to act as a coach/official but only whilst acting in the scope of their duties in such capacity.

2.5 “KNOWN CIRCUMSTANCES” means any circumstance or circumstances of which the Insured had become aware prior to the policy inception and which the Insured or a reasonable person or the Insured’s profession would at any time prior to the policy inception have considered may give rise to a Claim or Claims against the Insured, as specified in the schedule.

2.6 “QUALIFIED” shall mean that person has appropriate qualifications or registration or accreditation or authorisation from The Insured body.

2.7 “THE SPORT” means that of the club, league or association specified in the schedule and includes all official activities connected with the sport.

2.8 “RETROACTIVE DATE” means the earlier of the retroactive date specified in the schedule or the date from which the Insured has held continuous professional indemnity insurance with the Company.

### **3. LIMIT OF LIABILITY**

The liability of the Company in respect of any one Claim (including legal expenses) or aggregate for all Claims under the policy during the period of insurance shall not exceed the limit of indemnity specified in the schedule.

### **4. LEGAL COSTS**

The Company will pay all costs, fees and expenses incurred with the prior consent of the Company by the Insured in the defence of settlement of a Claim or Claims made against the Insured but not exceeding in total the limit of indemnity referred to in the schedule.

## 5. **EXCLUSIONS** – applicable to Section Two

1. This policy does not indemnify the Insured against any Claim or Claims:
  - (a) (i) made or threatened or in any way intimated prior to the inception date of the policy.
  - (ii) arising from Known Circumstances
  - (b) brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of the Insured or of any person at any time employed by the Insured.
  - (c) arising from the conduct of any business not conducted for the benefit of or on behalf of the Insured named in the schedule.
  - (d) in respect of the ownership, maintenance, operation or use of any aircraft, boats, automobiles or vehicles of any kind by or in the interest of the Insured.
  - (e) as a result of the insolvency, bankruptcy or provisional liquidation or liquidation of the Insured.
  - (f) brought against the Insured in the first instance in a court of law outside the Commonwealth of Australia.
  - (g) arising from the sale or supply of goods by or on behalf of the Insured.
  - (h) arising out of or in respect to any liability assumed by the Insured under any express warranty, guarantee or agreement unless such liability would have attached to the Insured notwithstanding such express warranty, guarantee or agreement.
  - (i) for or in respect of libel, slander and discrimination from any cause.
  - (j) arising from loss or deprivation of or damage to documents.
  - (k) arising from any act error or omission which occurred outside the Commonwealth of Australia unless nominated in the schedule.
  - (l) for or arising out of or in respect of any breach of the Trade Practices Act 1974 or Fair Trading Act 1987 as amended.
  - (m) brought against an Insured arising directly or indirectly out of physical assault or interference as a consequence thereof.
  - (n) brought against the Insured arising directly or indirectly from the use of non-medically prescribed drugs.
  - (o) arising directly or indirectly from any injury (including emotional distress or mental trauma) loss or damage which is actually or allegedly caused by contributed to by or in any way related to the Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents and/or any blood related disease.
  - (p) for liability directly or indirectly caused by riots and/or strikes or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, nuclear fission, nuclear fusion or radioactive contamination. This exclusion includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory. The word "War" includes undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.
  - (q) where the Insured has, without the prior written consent of the Company, waived or surrendered any right, contribution or indemnity for which the Insured might otherwise have been entitled.

## **EXCLUSIONS – applicable to Section Two (con't)**

2. This policy does not indemnify the Insured against any liability to pay liquidated, punitive, exemplary or aggravated damages.
3. This policy does not indemnify the Insured against any liability to pay any fines and/or penalties imposed by law.
4. This policy does not indemnify the Insured against any liability to pay any trading debts.
5. This policy does not indemnify the Insured against any liability of the Insured or any principal of the Insured arising solely from the duties of the Insured or such principal as a director or legal officer of any company.
6. This policy does not indemnify the Insured against any liability caused by or arising out of the discharge, dispersal, release or escape of Pollutants whatsoever. For the purpose of this exclusion, Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste – waste includes material to be recycled, reconditioned or reclaimed.
7. Notwithstanding any provision to the contrary within the policy or any endorsement thereto it is agreed that the policy excludes death, injury, illness, loss, damage, cost or expense of whatsoever 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;

For the purpose of this exclusion, Act of Terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of 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 done for, or in connection with, 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.

This exclusion also excludes death, injury, illness, loss, damage, cost or expense of whatsoever 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.

8. This policy excludes Claims arising out of relating directly or indirectly from or in consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind.

## **CONDITIONS - applicable to Section Two**

### **Procedure for defence and settlement of Claims**

1. All Claims must be notified to the Company in accordance with the Operative Clause regardless of whether or not the Insured believes the quantum of any such notice of demand is likely to be within the amount of the Excess specified in the schedule.

The Insured shall not, subject always to the provisions of the Insurance Contracts Act, 1984, admit liability for or settle any Claim or incur any costs or expenses in connection therewith without the written consent of the Company, which shall be entitled at any time to take over and conduct in the name of the Insured the defence or settlement of any Claim and which subject to Condition 7 herein, shall be entitled to Claim indemnity or contribution, at any time in the name of the Insured, from any party against whom the insured may have such rights.

However, if the Insured shall refuse to consent to any settlement recommended by the Company and shall elect to contest or continue any legal proceedings in connection therewith, the Company's liability shall not exceed the amount for which the matter could have been so settled (less the Excess specified in the schedule) subject to the aggregate policy limit plus the costs and expenses incurred up to the date of such refusal.

### **Claims co-operation**

2. The Insured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss hereunder, and shall immediately give all such information and assistance to the Company as it may reasonably require to enable it to investigate and to defend the Claim and/or to enable the Company to determine its liability under this policy.

The Company may, on the receipt by them of the notice from the Insured of any request, for indemnity under this policy, take whatever action that they consider appropriate to protect the Insured's position in respect of the Claim against the Insured, and such action by the Company shall not be regarded as in any way prejudicing its position under the policy and no admission of the Insured's entitlement to indemnity under the policy shall be implied.

Solicitors retained by the Company to act on behalf of the Insured in relation to any Claim against the Insured shall at all times be at liberty to disclose to the Company any information obtained in the course of so acting and whether from the Insured or howsoever, and the Insured hereby waives all Claim to legal professional privilege which it might otherwise have between itself and the Company in respect of such information.

### **Loss or Suspension of registration**

3. The Insured shall give immediate notice in writing to the Company should the statutory registration of Insured person or the club be cancelled, suspended or terminated.

### **Excess**

4. In respect of each and every Claim against the Insured the amount of the Excess specified in the schedule shall be borne by the Insured at their own risk and uninsured. The Company shall only be liable to indemnify the Insured for the amount beyond the level of the said Excess up to the amount of the limit of indemnity.

Nevertheless the indemnity for costs and expenses incurred with the written consent of the Company in the defence or settlement of Claims shall be subject to the said Excess.

For the purpose of this condition the term "Claim" shall be understood to mean any and all Claims which are within the scope of this policy and which arise by reason of the same act, error or omission.

## **CONDITIONS - applicable to Section Two (con't)**

- Queen's Counsel** 5. The Company shall not require the Insured to contest any legal proceedings in respect of any Claim against the Insured, nor shall the Insured require the Company to contest, on its behalf, any legal proceedings in respect of any such Claim unless a Queen's Counsel (to be mutually agreed upon by the Insured and the Company) shall advise that such proceedings should be contested. In formulating his advice Counsel shall take into consideration the economics of the matter, having regard to the damages and costs which are likely to be recovered by the plaintiff, the likely costs of defence and the prospects of the Insured successfully defending the action. The cost of such Queen's Counsel opinion shall, for the purposes of this policy, be regarded as part of the costs of defence.
- In the event that Counsel advises that, having regard to all the circumstances the matter should not be contested but should be settled, providing settlement can be achieved within certain limits which in Counsel's opinion are reasonable, then the Insured shall not object to any such settlement and shall immediately tender to the Company the Excess (or Excesses if more than one Claim) specified in the schedule.
- Fraudulent Claim** 6. If the Insured or any of them shall make any application for indemnity under this policy, knowing that such application for indemnity is false or fraudulent, the Insured's right to indemnity in respect of such Claim shall be void.
- Subrogation** 7. The Company shall be entitled to Claim indemnity or contribution at any time in the name of the Insured from any party against whom the Insured may have rights provided always that the Company shall not exercise any subrogation rights of recovery against any employee or former employee of the Insured unless the Claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the employee or former employee.
- Other Insurance** 8. In the event of a Claim in respect of which indemnity is granted under this policy and in respect of which some other person(s) or entity have taken out a policy(ies) of insurance with the Company and are also entitled to indemnity under this policy, the Company shall only be liable to pay all such insureds under all such policies in respect of such Claim, an amount in aggregate not greater than the largest limit of indemnity of any one of such policies.
- Currency** 9. All premiums and Claims (if any) are payable at the place and in the currency of the country where the policy was issued.
- Proper Law of the Policy** 10. This insurance shall be governed by the law of the territory, state or country in which the policy was issued and whose courts shall have jurisdiction in any dispute arising hereunder. For the purpose of this condition the place of issue in the schedule shall be conclusive.
- Cancellation** 11. The Insured may cancel this policy at any time by notifying the Company in writing. The Company will retain premium calculated at the Company's short period rate for the time the policy has been in force.

The Company may cancel the policy in accordance with the Insurance Contracts Act 1984 (as amended).

## **SPORTSCOVER AUSTRALIA PTY. LTD. A.C.N. 006 637 903**

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