

Leisure Business Liability

Policy Wording

Activeuw.com

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Information

Documentation

Your Policy comprises

1. The Policy wording which contains the Policy Terms, Conditions and Exclusions relating to the Policy.
2. The Policy Schedule which sets out the specific terms applicable to Your cover.

These documents should be read together.

The Policy Wording and the Policy Schedule form Your legal contract with Us so please keep them in a safe place for future reference.

If You require further information about this product, please contact Your Broker or Active Underwriting Specialists.

Your Duty of Disclosure – The things You need to tell Us

Under the Insurance Contracts Act 1984, You have a Duty of Disclosure. You are required, before You enter into, renew, vary, extend or reinstate Your Policy, to tell Us everything You know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to Our decision whether to insure You, and anyone else to be insured under the Policy, and if so, on what terms.

You do not have to tell Us about any matter

- that diminishes the risk
- that is of common knowledge
- that We know or should know in the ordinary course of Our business as an insurer, or
- which We indicate We do not want to know.

If You do not tell Us

If You do not comply with Your Duty of Disclosure We may reduce or refuse to pay a claim or cancel Your Policy. If Your non-disclosure is fraudulent We may also have the option of avoiding the contract from its beginning.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (“the Code”), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd’s and HDI Global Speciality SE - Australia has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers’ compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

Complaints and Dispute Resolution

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Sportscover Australia in the first instance:

Sportscover Australia Pty Ltd

Compliance Department

Locked Bag 6003

Whealers Hill Victoria 3150

Or

Email: idr@sportscover.com

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd’s Australia who will determine whether it will be reviewed by their office or the Lloyd’s UK Complaints team. Lloyd’s contact details are:

Lloyd’s Australia Limited

Email: ldraustralia@lloyds.com

Telephone: (02) 8298 0783

Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the **Australian Financial Complaints Authority (AFCA)**, if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3 Melbourne VIC 3001

Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters accepting this Insurance agree that:

(i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

(ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia

Suite 1603

Level 16

1 Macquarie Place

Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf;

(iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court. In the event of a claim arising under this Insurance immediate notice should be given to:
Sportscover Australia Pty Ltd

Privacy

The Privacy Act 1988 and its amendments seeks to ensure the confidentiality, accuracy and security of any personal information we may collect, use or disclose.

The Sportscover Australia Privacy Policy, details how we will comply with our Privacy obligations regarding personal information we hold, use or collect. It is available on request and can be accessed on the Sportscover Website www.sportscover.com.

You have the right to access and correct Your personal information held by Sportscover Australia Pty Ltd. If You would like to do this, please contact Sportscover Australia Pty Ltd on 03 8562 9100.

Further information regarding this process can be found on the Sportscover Australia website.

How to make a Claim

If an event giving rise to a claim under this Policy occurs please provide details as soon as practically possible by contacting Your broker or the Claims Department:

Sportscover Australia Pty Limited

Level 1, 271-273 Wellington Road Mulgrave VIC 3170

Telephone: +61 (0)3 8562 9100

Fax: +61 (0)3 8562 9111

Email: asiapac.claims@sportscover.com

Policy Terms and Conditions

For Leisure Business Liability Policy

Insurer

This Policy is underwritten by certain Underwriters at Lloyd's and HDI Global Speciality SE – Australia.

Our agreement with You

This Policy is a legal contract between You and Us. You pay Us the premium, and We provide You with the cover You have chosen as set out in the Policy for events occurring during the Period of Insurance shown on Your Policy Schedule or any renewal period.

The amount of any Excess that applies to Your Policy will be shown on Your Policy Schedule.

The exclusions in the section headed “When You are not covered” and conditions in the section headed ‘General Conditions’ apply to this Policy.

Other interested parties

You must tell Us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if You have told Us about them and We have noted them on Your Policy Schedule.

Paying Your Premium

You must pay Your premium prior to the commencement of this Policy or by the due date. If We do not receive Your premium by this date or Your payment is dishonoured this Policy will not operate and there will be no cover.

Preventing Our right of recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any loss, damage or liability which is covered by this Policy, We will not cover You under this Policy for that loss, damage or liability.

Definitions

Wherever used in this Policy the following words have the following special meanings.

Aircraft	means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space
Business	means the Business described in the Policy Schedule including the provision and management of canteens, social, sports and welfare organisations for the benefit of Your Employees, first aid, fire and ambulance services and the maintenance of Your premises.

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.
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.
Cyber Incident	(a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or (b) 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.
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.
Employee(s)	means any person that You have 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.
Employment Practices	means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination directly or indirectly related to employment or prospective employment of any person or persons by You.
Endorsement	means an individual Endorsement document that We give You that attaches to and forms part of Your Policy. This document varies the terms and conditions of Your Policy.
Excess	means the amount You first bear in relation to any cover for a claim under this Policy. The Excess applies to all amounts payable under this Policy including the indemnity provided under 'Defence of Claims'.
Fungus/Fungi, Mildew and Mould	means Fungus/Fungi, Mildew and Mould including but not limited to any form or type of mushroom yeast or bio-contaminant.
Hovercraft	means any vessel, craft or thing made or intended to float on or in or travel on or through the atmosphere or water.

Internet Operations	<p>means</p> <ol style="list-style-type: none"> 1. transfer of computer data or programs by use of electronic mail systems by You or Your Employees, including part-time and temporary staff, contractors and others within Your organisation whether or not such data or programs contain any malicious or damaging code, including but not limited to computer virus, worm, logic bomb, or Trojan horse; 2. access through Your network to the world wide web or a public internet site by Your Employees, including part-time and temporary staff, contractors and others within Your organisation; 3. access to Your intranet (meaning internal company information and computing resources) which is made available through the world wide web for Your customers or others outside Your organisation, and; <p>the operation and maintenance of Your web site.</p>
Landing Area	means any part of the 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.
Limit of Liability	means the applicable Limit of Liability specified in the Policy Schedule.
Medical Persons	means medical doctors, nurses, dentists and certified first aid attendants.
Occurrence	<p>means an event which results in Personal Injury or Property Damage, neither expected nor intended from Your standpoint.</p> <p>All Personal Injury or Property Damage arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one Occurrence.</p>
Period of Insurance	means the period shown in the Policy Schedule.
Personal Injury	<p>means</p> <ol style="list-style-type: none"> 1. bodily injury (and this expression includes death and illness), disability, shock, fright, mental anguish, mental injury; 2. the effects of false arrest, wrongful detention, false imprisonment or malicious prosecution; 3. the effects of wrongful entry or eviction; 4. the effects of a publication or utterance of a libel or slander or other defamatory or disparaging material; 5. the effects of assault and battery reasonably committed only by You or at Your direction for the purpose of preventing or eliminating danger to persons and property.

Policy	means this document; the Policy Schedule, the proposal, and any Endorsement that together are to be considered as one document.
Policy Schedule	means the schedule attaching to this wording confirming currency of the Policy or the Policy Schedule subsequently issued on renewal or variation or by way of Endorsement.
Pollutants	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.
Property Damage	means physical damage to or loss or destruction of tangible property including any resulting loss of use of that property, or loss of use of tangible property which has not been physically damaged, lost or destroyed provided such loss of use is caused by an Occurrence.
Spore(s)	means Spore(s) including but not limited to, any substance produced by, emanating from, or arising out of any Fungus/Fungi
Terrorism	means 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 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: <ol style="list-style-type: none"> 1. involves violence against one or more persons; or 2. involves damage to property; or 3. endangers life other than that of the person committing the action; or 4. creates a risk to health or safety of the public or a section of the public; or is designed to interfere with or to disrupt an electronic system.
Territorial Limits	means <ol style="list-style-type: none"> 1. anywhere in the Commonwealth of Australia and New Zealand, and 2. anywhere in the world excluding the United States of America and Canada and their respective territories and protectorates but only in respect of visits of a non- manual or non-supervisory nature undertaken by Your Employees, Directors and Partners who are normally resident in the Commonwealth of Australia and New Zealand in connection with the Business.
Vehicle	means any type of machine on wheels or self laid track made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.
Watercraft	means any vessel, craft or thing made or intended to float on or in or travel on or through or underwater.

We, Our, Us	means Active Underwriting Specialists, a division of Sportscover Australia Pty Ltd, under an authority from the Insurer.
You, Your, The Insured	<p>means the person(s), companies or firms named on the current Policy Schedule as The Insured including, as if they were You:</p> <ol style="list-style-type: none"> 1. all the subsidiary companies (nor or subsequently constituted) of the named The Insured specified in the Policy Schedule provided their places of incorporation are within Australia or any Territory of Australia; 2. every director, executive officer, Employee, partner or shareholder of Your or of the parties shown in paragraph 1. above, but only while acting within the scope of their duties in such capacity; 3. every principal, in respect of that principal's vicarious liability for the acts or omissions of Your or of the parties shown in paragraph 1.in the performance by them of work for that principal, but subject always to the extent of coverage and the Limit of Liability provided by this Policy; 4. each partner, joint venturer, co-venturer or joint lessee of the name in the Policy Schedule but only if We agree to insure them and The Insured named in the Policy Schedule agrees to pay the premium We require; 5. every office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with Your consent (other than one of the parties shown in paragraphs 3. or 4. above) in respect of claims arising from their duties connected with the activities of any such club, organisation or service; 6. any director or senior executive of You or one of the parties shown in paragraph 1.above in respect of private work undertaken by Your Employees for such director or senior executive; <p>However, You/Your does not include the interest of any other person other than as described in this definition.</p>
Your Products	means any goods, products and property (after they have ceased to be in Your possession or under Your control), which are or is deemed to have been manufactured, grown, extracted, produced, processed, constructed, assembled, erected, installed, repaired, serviced, treated, sold, supplied or distributed by You (including any container thereof other than a Vehicle).

Scope of Cover

This part explains what You are insured against

Liability

We will cover You for Your legal liability to pay:

- all sums by way of compensation, and
- all costs awarded against You

in respect of

- Personal Injury
- Property Damage

happening during the Period of Insurance and caused by an Occurrence within the Territorial Limits in connection with Your Business.

Defence of Claims

If We agree to cover You We will:

1. defend in Your name and on Your behalf any claim or legal action against You seeking damages for Personal Injury or Property Damage even if the action is groundless, false or fraudulent, and We will investigate, negotiate and settle any claim or legal action as We see fit.
2. pay all legal costs and expenses incurred by Us and all interest accruing after entry of judgement until We have paid, tendered or deposited in court such part of the judgement as does not exceed the Limit of Liability
3. reimburse You for all reasonable expenses, other than loss of earnings, incurred by You with Our consent in connection with the defence of a claim or legal action

We will do this, provided that:

- (a) We will not be obliged to pay any claim or judgement or to defend any claim or legal action after the Limit of Liability has been exhausted by payment of judgements or settlements.
- (b) if a payment exceeding the Limit of Liability has to be made to dispose of a claim, Our liability to pay any costs, expenses and interest under 1. to 3. in 'Defence of Claims' above will be limited to that proportion of those costs, expenses and interest as the Limit of Liability bears to the amount paid to dispose of the claim.

Any amount We pay, other than payments in settlement of claims, suits and all costs awarded

against You, are payable by Us over and above the Limit of Liability set out in the Policy Schedule.

What We will pay

Limit of Liability

1. Our maximum liability in respect of any claim or any series of claims for Personal Injury or Property Damage caused by or arising out of one Occurrence will not exceed the Limit of Liability shown on Your Policy Schedule.
2. Our total aggregate liability during any one Period of Insurance for all claims arising out of Your Products will not exceed the Limit of Liability shown on Your Policy Schedule.

What You must pay if You make a claim - Excess

When You make a claim on this Policy, You will be required to pay the Excess which is shown on Your Policy Schedule as the first liability for the claim, whether for Your legal liability to another party or for legal costs and expenses incurred under the Defence of Claims part of the Policy.

When You are not covered

General exclusions which apply to this Policy

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War and Terrorism

- (a) 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, confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any government or public or local authority, or
- (b) Any act(s) of Terrorism.

2. Radioactivity

Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes 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 or in connection with any action taken in controlling, preventing,

suppressing, retaliating against, or responding to or in any way relating to 1. and 2. above.

This Policy does not cover:

3. Employment Liability

Liability for Personal Injury to any person:

- (a) arising out of or in the course of employment by You , including employment deemed by law , where You are required by law to insure or otherwise fund , whether through self - insurance, a statutory fund or other statutory scheme , all or part of Your liability for damages at common law for such Personal Injury; or
- (b) arising out of or in respect of Employment Practices.

4. Property in custody or control

Property Damage to:

- (a) Property owned by or leased or rented to You, or b. Property in Your physical or legal control.
- (b) But this exclusion does not apply to liability for Property Damage to:
 - (i) Premises (including landlord's fixtures and fittings) which are leased or rented to You;
 - (ii) Premises (or their contents) not owned, leased or rented by You but temporarily occupied by You for work therein;
 - (iii) Vehicles (not belonging to or used by You) in Your physical or legal control where the Property Damage occurs while the Vehicles are in a car park owned or operated by You, unless You own or operate the car park for reward;
 - (iv) The property of any of Your Employees;
 - (v) Other property temporarily in Your physical or legal control provided no indemnity is granted for liability in respect of physical damage to or destruction of that part of any property upon which You are or have been working on and Our limit under this clause 4.v. does not exceed \$50,000 for any one Occurrence and in the aggregate for any one Period of Insurance.

Provided that We will not cover You under this Policy in respect of liability assumed by You under any contract or agreement which requires You to effect material damage insurance on premises, property or goods which You do not own.

5. Product defect

Property Damage to Your Products if the damage is attributed to any defect in them or to their harmful nature or unsuitability.

6. Loss of use

Loss of use of tangible property which has not been physically injured, or lost or destroyed resulting from:

- (a) A delay in or lack of performance by or on Your behalf of any agreement;
- (b) The failure of Your Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You, but this exclusion does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to or loss or destruction of Your Products after they have been put to use by any person or organisation other than You or the Insured.

7. Product recall

Claims arising out of or resulting from any loss, cost or expense incurred by You for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of Your products or of any property of which they form a part, if such products or property are withdrawn from the market or from use because of any known or suspected defect, deficiency, inadequacy or dangerous condition in them.

8. Aircraft, Landing Area, Watercraft, Hovercraft and Aircraft products

Claims arising out of:

- (a) the ownership, maintenance, operation or use by You or on Your behalf of any Aircraft, or
- (b) any Landing Area for Aircraft provided such liability arises out of such use as a Landing Area, or
- (c) the ownership, operation or use by You or on Your behalf of:
 - (i) Any Watercraft exceeding 8 metres in length, except where such Watercraft are owned or operated by independent contractors and used by You, or
 - (ii) Hovercraft.
- (d) Your Products that are Aircraft component parts used for maintaining and Aircraft in flight or moving upon the ground or used in the construction of an Aircraft hull or machinery which to Your knowledge are incorporated in an Aircraft.

9. Vehicles

Personal Injury or Property Damage arising out of the ownership, possession, operation, or use by You or on Your behalf of any Vehicle:

- (a) a. Which is registered or which is required under any legislation to be registered, or

- (b) In respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is affected).

Exclusions 9. a. and b. above do not apply to:

- (c) Personal Injury where:

- (i) at compulsory liability insurance or statutory indemnity does not provide indemnity, and
- (ii) the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity do not involve a breach by You of legislation relating to Vehicles.

- (d) Property Damage arising out of and during the loading or unloading of goods to or from any Vehicle

- (e) Property Damage caused by or arising from the operation or use of any Vehicle which is designed primarily for lifting, lowering, loading, unloading, while being operated or used by You or on Your behalf within the confines of Your premises.

- (f) Property Damage caused by or arising out of the use of

- (i) any Vehicle whilst being used as a tool, or
- (ii) plant forming part of Your Vehicle being used as a tool operating at any worksite

but excluding Property Damage caused by or arising whilst the Vehicle is transporting or carting goods.

10. Contractual liability

Any obligation assumed by You under any agreement or contract except to the extent that:

- (a) The liability would have been implied by law;
- (b) The liability arises from a provision in a contract for lease of real or personal property other than a provision which obliges You to effect insurance in respect of the subject matter of that contract;
- (c) The liability is assumed by You under a warranty of fitness or quality as regards to Your Products.

11. Professional liability

The rendering of or failure to render professional advice or service by You or any related error or omission, but this exclusion does not apply to:

- (a) The rendering of or the failure to render professional medical advice by Medical Persons employed by You to provide first aid and other medical services in connection

with Your Business; or

- (b) Personal Injury or Property Damage arising from such rendering of or failure to render professional advice or service in connection with any instruction, training or safety briefing given during the Business activity, providing such professional advice or service is not given for a fee;

Always provided that Our maximum liability arising under paragraphs a. and b. above in respect of any one Occurrence (including legal expenses) and in the aggregate for any one Period of Insurance shall not exceed 20% (twenty percent) of the Limit of Liability.

12. Libel and slander, defamation, discrimination and breach of copyright

Your legal liability for Personal Injury arising out of actions for libel and slander, defamation, discrimination or breach of copyright.

13. Pollution

- (a) Personal Injury or Property Damage caused by or arising out of the discharge, dispersal, release, seepage, migration or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water, but this exclusion does not apply if the discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place.
- (b) Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution but this exclusion does not apply to clean-up, removal or nullifying expenses only, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in Personal Injury and/or Property Damage.
- (c) The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants caused by any product that has been discarded, dumped, abandoned or thrown away by others.

Our liability under clauses 14. a. and 14. b. above in respect of any one discharge, dispersal, release, seepage, migration or escape and for all discharges, dispersals, releases, and escape of Pollutants during any one Period of Insurance will not exceed the Limit of Liability.

14. Exported Products

Personal Injury or Property Damage caused by or arising out of Your Products knowingly exported by You, or Your agents or servants, to the United State of America and/or Canada or their protectorates.

15. Jurisdiction

- (a) Claims brought against You in any country or jurisdiction outside the Commonwealth of

Australia and New Zealand; or

- (b) Claims arising from the enforcement of any judgment, order or award in respect of any action first brought in any court of law, arbitration, tribunal or other judicial body outside the Commonwealth of Australia or New Zealand.

16. Asbestos

Personal Injury or Property Damage (including loss of use of property) directly or indirectly caused by or arising from the existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos.

17. Fungus/Fungi, Mildew and Mould

Any claims directly or indirectly arising from Fungus/Fungi, Mildew and Mould. Such exclusion shall include but not be limited to:

- (a) 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);
- (b) 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
- (c) Any obligation to share with or repay any person, organisation or entity related in any way to items (a) and (b) 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.

18. Faulty workmanship

Property Damage to that part of any property upon which You are or have been working where the Property Damage arises from Your work or the cost of performing, correcting or improving any work undertaken by You.

19. Fines, penalties

Fines, penalties or liquidated damages.

20. Punitive damages

Punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

21. Guarantees

Any form of performance, surety, credit or financial guarantee.

22. Economic and pecuniary loss

Economic or pecuniary loss where no Personal Injury or Property Damage occurs.

23. Assault and battery, harassment, molestation and malicious damage

Personal Injury or Property Damage caused by or arising from:

- (a) assault and battery committed by You or at Your direction unless reasonably necessary for the protection of persons or property;
- (b) sexual assault, sexual harassment, sexual molestation or rape;
- (c) malicious damage caused by You or by others at Your direction.

24. Tobacco

Personal Injury arising directly or indirectly out of or due to the inhalation or ingestion of, or exposure to:

- (a) Tobacco or tobacco smoke
- (b) Any ingredient or additive present in any articles, items or goods which contain or include tobacco.

25. Information technology hazards, computer data, program and storage media

Personal Injury or Property Damage arising, directly or indirectly, out of, or in any way involving Your Internet Operations, or

- (a) Property Damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
 - (i) The use of any computer hardware or software
 - (ii) The provision of computer or telecommunication services by You or on Your behalf
 - (iii) The use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.

But this exclusion does not apply to:

- (b) Personal Injury or Property Damage arising out of any material which is already imprinted by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site, or
- (c) Liability which arises irrespective of the involvement of Your Internet Operations, and Nothing in this exclusion will be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion.

26. Welding activities

Personal Injury or Property Damage directly or indirectly caused by You or any subcontractor hired by You using any grinding, arc or flame cutting, flame heating, arc or gas welding or similar operation, unless such activity is conducted in strict compliance with the Australian Standard 1674- 990 (Fire Precautions in cutting, heating and welding operations) and any subsequent editions issued by the Standards Association of Australia.

27. Artificial tanning

Personal Injury arising directly or indirectly out of:

- (a) a. the use or intended use of any apparatus which can be used for the purpose of artificial sun tanning
- (b) the presence of artificial sun tanning equipment on Your Business premises.

28. Erection, demolition and alteration

Personal Injury or Property Damage directly or indirectly caused by

- (a) the erection, demolition, alteration of and/or addition to the building(s) by You or on Your behalf except where such erection, demolition, alteration of and/or addition to the building(s) does not exceed a total cost of \$50,000 and/or
- (b) demolition of a building or structure exceeding 10 metres in height.

29. Removal and weakening

Personal Injury or Property Damage directly or indirectly caused by vibration, or from the removal or weakening of or interference with support to land, buildings or any other property

30. Explosion or Collapse

Personal Injury or Property Damage directly or indirectly caused by explosion or collapse of boilers or other vessels under pressure which require a certificate to be issued under the terms of any statute or regulation thereunder.

31. Acquired Immune Deficiency Syndrome, Hepatitis C, Cancer, Avian Influenza and Other Communicable Diseases

Personal Injury arising out:

- (a) Acquired Immune Deficiency Syndrome;
- (b) Hepatitis C;
- (c) Cancer in any form;
- (d) Highly pathogenic avian influenza in humans;
- (e) Coronavirus Disease including Covid-19
- (f) Or other diseases declared to be quarantinable under the Biosecurity Act 2015 however these illnesses may have been acquired or may be named.

32. Cyber and Data

Any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- 1.1 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; or
- 1.2 loss, damage, liability, claim, cost, fines or penalties or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any 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; regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 5.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.
4. If the Underwriters allege that by reason of this endorsement loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.
5. However, clause 1.1 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:
 - 5.1 any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or
 - 5.2 any ensuing physical damage to or destruction of third party property resulting from or arising out of a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act. Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a Cyber Incident or a Cyber Act.

33. Fireworks and Pyrotechnics

Any claim for Bodily Injury or Property Damage arising out of pyrotechnic devices used in any event, display, demonstration or exhibition conducted or sponsored by or on behalf of any Insured.

34. Fraudulent, Dishonest and Wilful Conduct

Any Claim arising from or in any way connected with You:

- (a) gaining any personal profit or advantage to which You are not legally entitled;
- (b) having improperly benefited from any Securities transaction as a result of information that is/was not available to other sellers or purchasers of such Securities;
- (c) committing any dishonest, fraudulent, criminal, malicious or reckless act;
- (d) committing any wilful violation or wilful breach of any statute or regulation; or
- (e) improperly using their position to cause detriment to the Association.

For the purpose of determining the applicability of these exclusions, Your conduct and knowledge shall not be imputed to any other Insured.

35. Childcare

Any liabilities arising directly or indirectly from the operation of a child minding facility, fee paying or otherwise, unless declared to, and agreed by Us.

36. Lithium Ion Batteries

Any liabilities arising directly or indirectly from electrical fault, fire or explosion of lithium ion batteries or any combination of lithium in a battery and includes devices used to charge any item that uses lithium ion batteries or any combination of lithium in a battery.

General Conditions

These General Conditions apply to this Policy.

Changing Your Policy

If You want to make a change to this Policy, the change becomes effective when:

- We agree to it, and
- We give You a new Policy Schedule detailing the change.

Other interests

You must not transfer any interests in this Policy without Our written consent.

Any person whose interests You have told Us about and We have noted on Your Policy Schedule is bound by the terms of this Policy.

Cancelling Your Policy

We may cancel this Policy for any of the reasons and within the timeframes allowed by the Insurance Contracts Act (1984) as amended. We will return a rateable proportion, calculated on a seasonal basis, of any Premium paid by You in respect of any unexpired cover (if any).

You may cancel this Policy within fourteen (14) days after the Inception Date by contacting the Coverholder and We will refund any Premium and Insurance Premium Tax that may have been collected provided that no claim has been notified to Us. If You do not do so You will be deemed to have accepted this Policy and to have agreed to be bound by its terms and conditions. Thereafter, You have the right to cancel this Policy at any time by contacting the Coverholder. We will return a rateable proportion, calculated on a seasonal basis, of any Premium paid by You in respect of any unexpired cover (if any). Sportscover will charge a 10% cancellation fee.

If however you request the cancellation of this Policy and The Company have been notified of a Claim or a pending Claim against this Policy, The Company will retain 100% of the premium.

Notices

Any notice We give You will be in writing, and it will be effective:

- If it is delivered to You personally, or Your Broker or
- If it is delivered or posted to Your address last known to Us.

It is important for You to tell Us of any change of address as soon as possible.

Changes to information previously advised

You must tell Us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

You must tell Us immediately in writing of:

- Every Occurrence, claim, writ, summons, proceeding, impending prosecution, and inquest together with all relevant information which may result in a claim under this Policy, whether or not You believe any claim amount might fall below the excess;
- Every change that comes to Your knowledge which materially varies any of the facts or circumstances existing at the commencement of this Policy.

Cross Liability

Where more than one party comprises The Insured each of the parties will be considered as a separate and distinct unit and the words 'You', 'Your' or 'The Insured' will be considered as applying to each party in the same manner as if a separate Policy had been issued to each of them, provided that nothing in this clause will result in an increase of Our Limit of Liability in respect of any Occurrence or Period of Insurance.

Discharge of Liabilities

At any time We can pay to You or on Your behalf, for all claims made against You for any one Occurrence:

- The Limit of Liability, after deducting any amounts already paid, or
- Any lower sum for which the claim may be settled.

If We do so:

- The conduct of any outstanding claim(s) will become Your responsibility, and
- We will not be liable to pay any further amounts under that other than costs, charges, or expenses that We agreed to pay before We made the payment referred to above.

Reasonable Care

You must:

1. Exercise reasonable care that only competent Employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition
2. Take all reasonable precautions to prevent Personal Injury and Property Damage, and prevent the manufacture, sale or supply of defective products, and comply with an ensure that Your Employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by all relevant public authorities for the:
 - (a) Safety of persons or property
 - (b) Disposal of waste products
 - (c) Handling, storage or use of flammable liquids or substances, gases or toxic chemicals
3. Take all reasonable precautions to prevent Personal Injury to participants undertaking the activities that You provide in connection with the Business by ensuring that they are physically capable and are aware of all safety instructions and notices relating to the Business activities.
4. At Your own expense take reasonable action to trace, recall or modify any of Your Products containing any defect or deficiency of which You have knowledge or have reason to suspect, including (but not limited to) any of Your Products subject to governmental or statutory ban.
5. Follow all Government advice and guidelines to ensure reasonable precautions are taken to prevent Personal Injury and Property Damage to any persons undertaking or connected to the activities that You provide in connection with the Business

Inspection of Property

1. We will be permitted but not obligated to inspect Your property and operations at anytime.
2. Neither Our right to inspect nor Our failure to inspect nor the making of any inspection nor any report of any inspection may be used by You or others in any action or proceeding involving Us.
3. We may examine and audit Your books and records at any time during the Period of Insurance and within three years thereafter by that examination and audit will be restricted to matters which in Our opinion are relevant to the Policy.

Adjustment of Premium

Where the Policy Schedule shows premium for the Policy has wholly or partly been calculated on estimates You must, within 30 days after the expiry of each Period of Insurance, provide to Us such matters, particulars and information relevant to the Policy as We may reasonably require.

The premium for the Period of Insurance will then be adjusted and any difference paid by or allowed to You, as the case may be, provided that the adjusted premium will not be less than any minimum premium specified in the Policy Schedule.

You must keep a record of all matters, particulars and information requested by Us and must on reasonable notice allow Us or Our nominee to inspect and make copies of those records.

Sanctions

We shall not provide any cover nor shall We be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or 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.

Several Liability Notice

The subscribing insurers' 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 insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Claims

What You must do

If an event happens which may give rise to a claim under this Policy You must:

- Tell Us or Your Broker as soon as possible. You will be provided with advice on the procedure to follow
- Supply Us with all information We require to settle the claim
- Take all reasonable precautions to prevent further loss or damage
- Not negotiate, admit, repudiate or pay any claim by any person
- Co-operate with Us fully in any action We take if We have a right to recover any money payable under this Policy from any other person.

If in doubt at any time, ring Us or Your Broker for advice.

What You must NOT do

You must not:

- Admit liability if an incident occurs which is likely to result in someone claiming against You
- Make any admission of guilt or promise or offer of payment in connection with any such claim, unless We first agree in writing. This applies to You or any other person making a

claim under this Policy.

What We do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If We do this We will do it in Your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving Us any statements, documents or assistance We require. This may include giving evidence in any legal proceedings.

What can affect a claim

We will reduce the amount of a claim by the Excess shown in the Policy Terms and Conditions or on the Policy Schedule. We may refuse to pay a claim if You are in breach of Your Duty of Disclosure or any of the conditions of this Policy, including any Endorsement noted on or attached to the Policy Schedule. We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy. We may be entitled to refuse to pay or to reduce the amount of a claim if it is in any way fraudulent, or any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefits under this Policy.

• Melbourne • Sydney • London

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