

## **CYCLING AUSTRALIA – Associations Liability Schedule**

<b>INSURED</b>	Cycling Australia including all State / Territory Associations, affiliated clubs, financial members, temporary members (for sanctioned events only), officials (including non-participating officials), accredited coaches, judges, race marshals, event promoters, race directors, executives, volunteers, apprentices and work experience students. including subsidiary or controlled companies now or previously existing or hereafter formed or acquired.
<b>ABN AND ITC DETAILS</b>	ABN «jmf_PolicyABN» ITC «jmf_PolicyITC»
<b>BUSINESS</b>	Principally The principal activities pf Cycling Australia include but are not limited to; Management of athletes participating in sanctioned events including international events (closed circuit and road racing), coordination of domestic / international riding activities, the preparation of national teams for qualification and participation in Olympic Games, World Championships and other key domestic / international events, promoting and developing the profile of Cycling Australia at international and domestic level and any other activity incidental thereto. including Property Owners/Occupiers and any other incidental occupation.
<b>INSURING CLAUSES</b>	<ol style="list-style-type: none"><li>1. Liability Coverage</li><li>2. Crime Coverage</li><li>3. Kidnap, Ransom and Extortion (Not Covered)</li></ol>
<b>TERRITORIAL LIMITS/ GEOGRAPHICAL SCOPE</b>	Worldwide
<b>JURISDICTION LIMITS</b>	Worldwide excluding North America
<b>GOVERNING LAW OF CONTRACT</b>	Australian
<b>PERIOD OF INSURANCE/ POLICY PERIOD</b>	From: 30 November 2017 at 4 PM Local Time.  To: 30 April 2019 at 4 PM Local Time.
<b>LIMITS OF LIABILITY</b>	\$5,000,000 any one claim and \$5,000,000 in the aggregate

## SUB-LIMITS OF LIABILITY

### Liability Coverage

Management Liability Coverage	\$5,000,000
Organisation Indemnification Coverage	\$5,000,000
Legal Representation Expenses Coverage	\$5,000,000
Outside Directorship	\$5,000,000
Organisation Liability Coverage	\$5,000,000
Employment Practices Liability and Third Party Liability Coverage	\$5,000,000
Professional Services Liability Coverage	\$5,000,000

### Crime Coverage

Employee Theft Coverage	\$100,000 Each Loss
Premises Coverage	\$100,000 Each Loss
In Transit Coverage	\$100,000 Each Loss
Forgery Coverage	\$100,000 Each Loss
Computer Fraud Coverage	\$100,000 Each Loss
Funds Transfer Fraud Coverage	\$100,000 Each Loss
Counterfeit Currency Fraud Coverage	\$100,000 Each Loss
Credit Card Fraud Coverage	\$100,000 Each Loss
Client Coverage	\$100,000 Each Loss
Expense Coverage	\$10,000 Each Loss

Each Policy Period \$100,000

## EXCESS

### Liability Coverage

Management Liability Coverage	Nil
Organisation Indemnification Coverage	Nil
Legal Representation Expenses Coverage	\$25,000
Outside Directorship	Nil
Organisation Liability Coverage	\$25,000
Employment Practices Liability and Third Party Liability Coverage	\$25,000
Professional Services Liability Coverage	\$10,000

### Crime Coverage

Employee Theft Coverage	\$5,000
Premises Coverage	\$5,000
In Transit Coverage	\$5,000
Forgery Coverage	\$5,000
Computer Fraud Coverage	\$5,000
Funds Transfer Fraud Coverage	\$5,000
Counterfeit Currency Fraud Coverage	\$5,000
Credit Card Fraud Coverage	\$5,000
Client Coverage	\$5,000
Expense Coverage	Nil

**RETROACTIVE DATE** Unlimited excluding known Claims and circumstances

**FIDELITY  
RETROACTIVE DATE** .....

**CONTINUITY DATE** .....

**POLICY WORDINGS  
AND CONDITIONS** Forefront Portfolio for Not for Profit organisations Policy Wording –  
(Ed. 11/16)

**EXTENSIONS &/or  
ENDORSEMENTS**

Liability Coverage  
Absolute BIPD  
Professional Services Exclusion (other than PI Insuring Clause)  
Absolute Molestation Exclusion  
Medical Incidents Exclusion  
Combined Aggregate limit  
Legal Services Exclusion  
Player Contract Exclusion  
Financial Impairment Exclusion – Insolvency Maintained

Crime Coverage  
Segregation of Duties Exclusion  
Maximum Aggregate Limit

**LIABILITY ENDORSEMENTS**

**Absolute Bodily Injury and Property Damage Exclusion**

It is agreed that the section headed Exclusions, A. Exclusions Applicable to All Insuring Clauses, is amended by deleting (iii) Bodily Injury and Property Damage, in its entirety and replacing it with the following:

(iii) based upon, arising from, or in consequence of bodily injury, mental or emotional distress, sickness, disease, death, disability, shock, mental injury, false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention, malicious prosecution, libel, slander, defamation, humiliation, invasion of privacy; or damage to or destruction of any tangible property, including loss of use thereof, whether or not it is damaged or destroyed. However this Exclusion shall not apply to mental anguish, humiliation or emotional distress asserted in any **Employment Claim**;

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

**Professional Service Endorsement**

It is agreed that:

- 1. The section headed Exclusions, A. Exclusions Applicable to All Insuring Clauses, is amended by adding the following:

Professional Services

based upon, arising from or in consequence of any actual or alleged act or omission, including but not limited to any error, misstatement, misleading statement, neglect, breach or trust or breach of duty committed, attempted or allegedly committed or attempted in connection with the rendering of, or actual or alleged failure to render, any professional services by an Insured to a third party, provided that this exclusion shall not apply with respect to insuring Clause 1. G Professional Services Liability Coverage.

2. The section headed Exclusions, D. Exclusions Applicable to any Organisation Claim for Civil Fines or Pecuniary Penalties, is amended by deleting (iii) Professional Services.

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### **Molestation Exclusion**

It is agreed that the section headed Exclusions, A. Exclusions Applicable to All Insuring Clauses, is amended by adding the following:

#### **Molestation**

based upon, arising from or in consequence of any actual or alleged molestation or physical or psychological interference with or abuse of any person, including but not limited to permitting or failing to prevent such an act from occurring;

However, it is agreed that this Exclusion shall not apply to Section F. Employment Practices and Third Party Liability Coverage.

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### **Medical Incidents Exclusion**

It is agreed that the section headed Exclusions, A. Exclusions Applicable to All Insuring Clauses, is amended by adding the following:

based upon, arising from, or in consequence of any act or omission, including but not limited to, any error, misstatement, misleading statement, neglect or breach of duty committed, attempted, or allegedly committed or attempted in connection with the rendering of, or actual or alleged failure to render any professional services as a provider or medical services. Such professional services shall include, but are not limited to:

- i. Providing medical, surgical, dental, psychiatric or nursing treatment, care, diagnosis or services, including the furnishing of food or beverage in connection therewith;
- ii. Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances;
- iii. Handling, arranging or performing post mortem examinations on human bodies;
- iv. Providing veterinary services;
- v. Providing services as a member of or participant in a formal medical accreditation or similar medical professional board or committee of an **Organisation**, a hospital or a professional society
- vi. Providing services as a member of or participating in a formal medical peer review committee, board or similar medical peer review group of an **Organisation**, hospital or professional society
- vii. Proffering any advice by the Organisation in connection with any of the above.

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### **Combined Aggregate Limit**

It is agreed that:

1. The section headed Limit of Liability and Deductible, is deleted in its entirety and replaced with the following:

The Company's maximum Limit of Liability for each **Loss** under the applicable Insuring Clause on account of any **Claim** first made during the same **Policy Period** shall be the Limit of Liability set forth in Item 1. of the Schedule for the applicable Insuring Clause. If a **Loss** is covered under more than one Insuring Clause, then the Limit of Liability for each **Loss** set forth in the Schedule shall apply to such **Loss**, subject to the following paragraph.

Other than with respect to Extension N. Dedicated Additional Limit of Liability for Directors and Officers, the Company's maximum aggregate Limit of Liability for all **Loss** under the Insuring Clauses on account of all **Claims** first made during the same **Policy Period**, whether covered under one or more Insuring Clauses, shall be the Combined Maximum Limit of liability for each **Policy Period** set forth in the Schedule set out below.

**Defence Costs, Legal Representation Expenses, Prosecution and Reputation Protection Costs and Crisis Expenses** are part of and not in addition to the Limits of Liability set forth in Item 1. of the Schedule. The payment by the Company of **Defence Costs, Legal Representation Expenses, Prosecution and Reputation Protection Costs and Crisis Expenses** erodes such Limits of Liability.

The Company's maximum liability for **Loss** in respect of which a sub limit is specified for each **Loss** and/or each **Policy Year** in the Schedule or any endorsement shall be that specified sub limit of liability. Sub limits are part of, and not in addition to their respective Limits of Liability set forth in Item 1. of the Schedule.

The Company's liability on account of each and every **Claim** shall apply only to **Loss** which is allocated to covered **Loss** and only to that part of **Loss** so allocated which is in excess of the applicable Deductible Amount set forth in Item 2. of the Schedule. Such Deductible Amount shall be depleted only by **Loss** and shall be borne by the **Insured** uninsured and at their own risk. No Deductible Amount shall apply to any **Loss** for which an **Organisation** is prevented by law or due to **Financial Impairment** from indemnifying an **Insured Person**.

All **Related Claims** shall be treated as a single **Claim** first made on the date of the earliest of such **Related Claims** was first made, or on the date of the earliest of such **Related Claims** is treated as having been made in accordance with Section 10. Reporting and Notice, regardless of whether such date is before or during the **Policy Year**.

The limit of liability available during the Extended Reporting Period, if exercised, shall be part of, and not in addition to, the Company's maximum aggregate limit of liability for all Loss on account of all Claims first made during the immediate preceding Policy Year.

2. The Schedule is amended by adding the following:

Combined Maximum Limit of Liability for each **Policy Period**: \$5,000,000

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### **Legal Advice Exclusion**

It is agreed that the section headed Definitions, is amended by deleting the second paragraph of the **Professional Services** definition and replacing it with the following:

**Professional Services** shall not include:

- i. The provision of financial or investment advice;
- ii. The provision of legal advice or legal services;
- iii. Medical treatment, medical care or medical advice, counselling or health care services; or

- iv. Professional services for a fee, commission or remuneration (other than as set forth in paragraphs (a) through (e) above).

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### **Player Contract Exclusion**

It is agreed that the section headed **EXCLUSIONS, (A) Exclusions Applicable to All Insuring Clauses**, is amended by adding the following:

**Player** based upon, arising from, or in consequence of any written, oral, express or implied contract  
**Contract** between an **Organisation** and any professional cyclist.

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### **CRIME ENDORSEMENTS**

#### **Segregation of Duties Exclusion**

It is agreed that the section headed Exclusions, B. is amended by adding the following:

Loss based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the following:

- a. Employees preparing cheque requisitions also having authority to sign cheques;
- b. any cheques that are not countersigned;
- c. any instructions to the **Insured's** bank, by whatever means, authorising the transfer, payment or delivery of funds in the **Insured's** account, whether to another of the **Insured's** accounts or to the account of a party other than the **Insured**, that are not authorised by one or more **Employees** with the authority to do so other than any **Employee** initiating the transfer, payment or delivery request;
- d. **Employees** who reconcile bank statements also making deposits, or having access to cheque signing machines or signature plates or having authority to sign cheques; or

an **Employee** performing solely any two (2) or more of such of the following duties as are listed consecutively below:

- 1. ordering;
- 2. receiving;
- 3. recording; and
- 4. stocktaking,  
of any stock, equipment or other inventory.  
whether or not such acts or omissions caused or contributed to such loss.

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#### **Maximum Aggregate Limit**

It is agreed that this coverage section is amended as follows:

- 1. Item 1 of the Schedule, Limits of Liability is deleted in its entirety and replaced with the following:
  - a. Each **Loss**:

Employee Theft Coverage	\$100,000 / Deductible Amount \$5,000
Premises Coverage	\$100,000 / Deductible Amount \$5,000
In Transit Coverage	\$100,000 / Deductible Amount \$5,000

Forgery Coverage	\$100,000 / Deductible Amount \$5,000
Computer Fraud Coverage	\$100,000 / Deductible Amount \$5,000
Funds Transfer Fraud Coverage	\$100,000 / Deductible Amount \$5,000
Counterfeit Currency Fraud Coverage	\$100,000 / Deductible Amount \$5,000
Credit Card Fraud Coverage	\$100,000 / Deductible Amount \$5,000
Client Coverage	\$100,000 / Deductible Amount \$5,000
Expense Coverage	\$10,000 / Deductible Amount Nil

b. Each **Policy Period** \$100,000

If 'Not Covered' is inserted opposite any Insuring Clause, such insuring Clause and any other reference to such Insuring Clause in this Coverage Section shall be deemed to be deleted.

2. It is also agreed that the section headed Limits & Deductible is deleted in full and replaced with the following:

**7. LIMITS OF LIABILITY & DEDUCTIBLE**

The Company's maximum aggregate liability for all loss during the same Policy Period, whether insured under one or more Insuring Clauses, shall not exceed the Limit of Liability for each Policy Period set forth in Item 2(b) of the Schedule for this Coverage Section. However, the maximum liability for each loss shall not exceed the amount set forth in Item 2(a) of the Schedule, regardless of the number of **Insureds** sustaining the loss.

If a direct loss is covered under more than one Insuring Clause, the maximum amount payable under this Coverage Section shall not exceed the largest applicable Limit of Liability of any such Insuring Clause.

All loss resulting from a single act or any number of acts of the same **Employee or Third Party**, and all loss whether such act or acts occurred before or during the **Policy Period**, will be treated as a single loss and the applicable Limit of Liability will apply, subject to Section IV. Discovery and Liability for Prior Losses.

The Company's liability under this Coverage Section shall apply only to that part of covered loss which is excess of the applicable Deductible Amount set forth in Item 3 of the Schedule. No Deductible Amount shall apply to loss sustained by any Superannuation Fund covered under this Coverage Section.

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**KIDNAP, RANSOM AND EXTORTION ENDORSEMENTS**

None