



## Certificate of Currency

**CLASS OF BUSINESS:** Association Liability

**POLICY NUMBER:** P\_AL/0/308174/20/L-1

**INSURED NAME:** Australian Rogaining Association

**BUSINESS DESCRIPTION:** Sporting Association

**PERIOD:** From: 13/12/2020 To: 13/12/2021

**LIMIT OF INDEMNITY:** \$2,000,000 Any one claim and in the aggregate

**DEDUCTIBLES:** Including Defence costs by the insured for each claim:

	Nil	Insuring Clause 2.1 (Directors and Officers)
\$	1,000	Insuring Clause 2.2 (a) (Professional Indemnity)
\$	1,000	Insuring Clause 2.2 (b) (Association Reimbursement)
\$	1,000	Insuring Clause 2.2 (c) (Association Liability)
\$	5,000	Insuring Clause 2.2 (d) (Employment Practices)
\$	1,000	Insuring Clause 2.2 (e) (Trustee)
\$	5,000	Insuring Clause 2.2 (f) (Crime)
\$	1,000	Insuring Clause 2.2 (g) (Taxation Investigation)

**RETRO DATE:** Unlimited

**INSURER:** DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's

**DATE ISSUED:** 23/12/2020

**SIGNATURE:**

Damien Coates - Chief Executive Officer, DUAL Asia Pacific



LLOYD'S

## Association Liability Insurance Policy

LLOYD'S

WE hereby agree, to the extent and in the manner hereinafter provided, to indemnify or otherwise pay you in respect of the contingencies or events specified in the Sections of the policy. However this policy only applies to those Sections as indicated in the Schedule attached to this policy.

The policy, Schedule, Exclusions and General Conditions shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the policy, Schedule, Exclusions and General Conditions shall bear the same meaning wherever it may appear.

Please read **this policy** and, if it is incorrect, return it immediately for alteration.

A handwritten signature in black ink, appearing to be a stylized name or set of initials.

Signed by DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's



# Association Liability Schedule

All words in CAPITAL LETTERS within the policy or this schedule shall have the meaning given to them in Section 5 of the policy entitled "Definitions".

<b>ITEM 1</b>	<b>POLICY NUMBER :</b>	P_AL/0/308174/20/L-1	
<b>ITEM 2</b>	<b>Name of INSURED :</b>	<b>Australian Rogaining Association</b>	
		C/O: AJG - Parramatta	
	<b>PROFESSIONAL BUSINESS:</b>	Sporting Association	
<b>ITEM 3</b>	<b>PERIOD OF INSURANCE:</b>	From: 13/12/2020	To: 13/12/2021 <span style="float: right;">both days at 4.00pm Australian Local Time</span>
<b>ITEM 4</b>	<b>LIMIT OF INDEMNITY :</b>	\$ 2,000,000	
		For the sake of clarity, all Limits of Indemnity , represent one Limit of Indemnity under the policy. For the purposes of this policy only the below Insuring Clauses are active:	
		Included	All such claims under Section 2.2(a) Professional Indemnity
		Included	All such claims under Section 2.2(b) Association Reimbursement
		Included	All such claims under Section 2.2(c) Association Liability
		Included	All such claims under Section 2.2(d) Employment Practices
		Included	All such claims under Section 2.2(e) Trustee
		Included	All such claims under Section 2.2(f) Crime
		Included	All such claims under Section 2.2(g) Taxation Investigation
	<b>SUBLIMITS :</b>	If the Deductibles section states "Not Included", there is no cover under that Insuring Clause and/or Additional Benefit.	
		2.2(c)	Association Cover <span style="float: right;">LIMIT OF INDEMNITY</span>
		2.2(f)	Crime <span style="float: right;">\$ 500,000</span>
		2.2(g)	Taxation Investigation <span style="float: right;">\$ 100,000</span>
		4.3(a)	Official Investigations and Inquiries <span style="float: right;">\$ 500,000</span>
		4.3(b)	Official Investigations and Inquiries <span style="float: right;">\$ 250,000</span>
		4.10	OH&S Defence Costs <span style="float: right;">\$ 1,000,000</span>
		4.11	Statutory Liability <span style="float: right;">\$ 250,000</span>
		4.12	Public Relations <span style="float: right;">\$ 100,000</span>
		4.16	Crisis Containment <span style="float: right;">\$ 100,000</span>
		7.5	Pollution <span style="float: right;">\$ 250,000</span>
<b>ITEM 5</b>	<b>DEDUCTIBLE :</b>	Including Defence costs by the insured for each claim:	
		Nil	Insuring Clause 2.1 (Directors and Officers)
		\$ 1,000	Insuring Clause 2.2 (a) (Professional Indemnity)
		\$ 1,000	Insuring Clause 2.2 (b) (Association Reimbursement)
		\$ 1,000	Insuring Clause 2.2 (c) (Association Liability)
		\$ 5,000	Insuring Clause 2.2 (d) (Employment Practices)
		\$ 1,000	Insuring Clause 2.2 (e) (Trustee)
		\$ 5,000	Insuring Clause 2.2 (f) (Crime)
		\$ 1,000	Insuring Clause 2.2 (g) (Taxation Investigation)
<b>ITEM 6</b>	<b>RETROACTIVE DATE :</b>	Unlimited	Excluding any known claims or circumstances
<b>ITEM 7</b>	<b>Date of PROPOSAL:</b>	23/12/2020	
<b>ITEM 8</b>	<b>ADDITIONAL BENEFITS</b>	See attached policy Wording	
<b>ITEM 9</b>	<b>Optional Extensions:</b>	No optional extension to apply	
<b>ITEM 10</b>	<b>POLICY Wording:</b>	DUAL Australia Association Liability Wording 0509.pdf	
<b>ITEM 11</b>	<b>Endorsements attached at inception:</b>		

**118AL Sanctions Limitation Exclusion**

It is agreed that this policy is amended to include the following Exclusion.

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

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

**120AL Whistleblower Hotline Access Endorsement**



# Association Liability Schedule

All words in CAPITAL LETTERS within the policy or this schedule shall have the meaning given to them in Section 5 of the policy entitled "Definitions".

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

## Whistleblower Hotline Access

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

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

Please note that for the purposes of this Endorsement only, terms appearing in capital letters have a defined meaning in the POLICY.

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

## Lloyd's/AFCA Contact Information Endorsement

It is agreed that the following endorsement has been applied:

It is hereby noted and agreed that any reference to Lloyd's Australia address is amended to the following:

Lloyd's Australia Limited  
Level 9  
1 O'Connell Street  
Sydney NSW 2000  
Australia

Furthermore, it is hereby noted and agreed that any reference to the Financial Ombudsman Service (Australia) and its contact details are amended as follows:

Australian Financial Complaints Authority  
Post: GPO Box 3  
Melbourne VIC 3001  
Phone: 1800 931 678  
Email: info@afca.org.au

More information can be found on their website: [www.afca.org.au](http://www.afca.org.au)

In all other respects, the policy remains unchanged.

## 15AL Molestation Endorsement

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

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

## 122AL Professional Sports Exclusion Endorsement

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

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

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

In this Exclusion, PROFESSIONAL SPORTING ACTIVITY means a sport in which an athlete performs that activity as their primary profession or occupation and is paid for their performance.

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

<b>ITEM 12</b>	<b>Underwriters:</b>	DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's
		Unique Market Reference
		Association Liability: B0775UPD05820A
	<b>Date Issued:</b>	23/12/2020



## Association Liability Schedule

All words in CAPITAL LETTERS within the policy or this schedule shall have the meaning given to them in Section 5 of the policy entitled "Definitions".

Signed:

A handwritten signature in black ink, appearing to be 'A. P. L.', written over a horizontal line.

Signed by DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's