

Policy Schedule

Date of issue 03 June 2021
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Important Notice: This Schedule should be read in conjunction with your Policy Wording, which together comprise your contract of insurance with the insurer. Please refer to both documents for full terms, conditions, exclusions and specific endorsements of your policy.

Community Organisations

Aon Reference PRM 1BMZN
Insured Australian Society for Antimicrobials
Period of Insurance 4:00 PM 01 July 2021 to 4:00 PM 01 July 2022
Business Description Principally volunteer, community, charitable and not-for profit Organisations and all other associated and related activities including activities of volunteers.

Liability - Primary

Business Description Principally volunteer, community, charitable and not-for profit Organisations and all other associated and related activities as declared by you on the liability declaration.

Limit of Liability

| | |
|--|---------------|
| General Liability (any one occurrence) | \$ 20,000,000 |
| Products Liability (any one period of Insurance) | \$ 20,000,000 |

Sub Limits of Liability Property in physical or legal care, custody & control endorsement limit: \$ 250,000

The policy covers the organisation, its employees & volunteers from their legal liability to third parties for personal injury and/or property damage if proven legally liable or negligent as defined in the policy

Geographical Limits Anywhere in the Commonwealth of Australia

Exclusions Refer to the policy for full conditions

- Excludes professional indemnity
- Excludes all contractors and/or sub-contractors
- Warranted no known or reported incidents/claims
- Excludes Acts of War & Terrorism
- Policy excludes liability arising from the participation in any sporting activities
- Additional activities, events or fundraising not declared on original declaration not insured until referred to and accepted by the Insurer
- Excludes molestation
- All service providers are required to carry their own insurance. A service provider is deemed as anyone hired by the Insured to provide a good or service. Service providers include but are not limited to security, amusement device operators, fireworks operators, caterers, contractors, venue owners, entertainers etc. It is a condition precedent to the policy that any Insured providing services to third party individuals or groups must hold the appropriate qualifications or license. It is further agreed that staff/volunteers working for these Insured's must also be appropriately qualified in the activities they are conducting.

Deductibles Each and every claim \$ 1,000

Warranties/Special Conditions Subject to all agreed NFP Liability terms, conditions and exclusions

| | | |
|--|----------------------|-------------------|
| Insurer | Policy Number | Proportion |
| INSURANCE AUSTRALIA LIMITED T/AS CGU INSURANCE A.B.N. 11 000 016 722 GPO BOX 9960 SYDNEY NSW 2001 | 10M 1792939 | 100% |

Section Premium Details:

| | | |
|------------------------|-----------|-----------------|
| Billing Currency : AUD | | |
| Premium | \$ | 1,518.00 |
| Stamp Duty | \$ | 166.98 |
| GST | \$ | 151.80 |
| Total Amount | \$ | 1,836.78 |

Protector/Association Liability

| | | |
|-----------------------------|--|--|
| Policy Number | 10M 1792939 | |
| Insured Named Entity | Australia Society for Antimicrobials | |
| ABN | 31081739370 | |
| Insured Services | The provision of professional services in relation to the Association's objectives or purpose, Professional Bodies and/or Not For Profit Associations, Association with national, state and affiliated committees. | |
| Policy Wording | Aon Not-for-Profit Protector/Association Liability Policy Wording AFFENDALI0520 | |
| Limit of Liability | Section 1 Professional Liability | \$ 10,000,000 any one Claim and \$ 20,000,000 in the aggregate |
| | Section 2 Management Liability | \$ 10,000,000 any one Claim and \$ 20,000,000 in the aggregate |
| | Section 3 Association Liability | \$ 10,000,000 any one Claim and \$ 20,000,000 in the aggregate |
| | Section 4 Employment Practices Liability (Association Liability) | \$ 10,000,000 any one Claim and \$ 20,000,000 in the aggregate |
| | Section 5 Employee Fraud or Dishonesty | \$ 100,000 |
| | Section 6 Superannuation Trustees Liability | Not Insured |
| Amount of Deductible | Section 1 Professional Liability | Nil each and every Claim |
| | Section 2 Management Liability | Nil each and every Claim |
| | Section 3 Association Liability | Nil each and every Claim |
| | Section 4 Employment Practices Liability | Nil each and every Claim |

| | | |
|--------------------------------------|--|-------------------------------|
| | (Association Liability) | |
| | Section 5 Employee Fraud or Dishonesty | \$ 2,000 each and every Claim |
| | Section 6 Superannuation Trustees Liability | Not Insured |
| Application of the Deductible | Application of Deductible in respect of Australia and New Zealand | Cost Exclusive |
| Retroactive Date | Unlimited, excluding any known claims and circumstances | |
| Jurisdictional Limits | Anywhere in the world, excluding USA | |
| Geographical Limits | Anywhere in the world, excluding USA | |
| Specific Sub Cover Limits | Section 1 Professional Liability | |
| | 1.2.4 Loss of Documents | \$ 500,000 |
| | 1.2.7 Statutory Liability | \$ 100,000 |
| | Section 2 Management Liability | |
| | Section 3 Association Liability | |
| | 3.2.1 Breach of Contract | \$ 100,000 |
| | 3.2.2 Crisis Costs | \$ 50,000 |
| | 3.2.3 Investigation Costs | \$ 500,000 |
| | 3.2.4 Occupational Health and Safety Defence Costs and Investigation Costs | \$ 500,000 |
| | 3.2.5 Pollution Defence Costs and Investigation Costs | \$ 500,000 |
| | 3.2.7 Statutory Liability | \$ 500,000 |
| | 3.2.8 Taxation Audit Costs | \$ 250,000 |
| | Section 4 Employment Practices Liability | |
| | 4.2.1 Attendance at Investigations | \$ 500,000 |
| | Section 5 Employee Fraud or Dishonesty | |
| | 5.2.1 Investigative Fees | \$ 100,000 |
| | 5.2.2 Legal Fees | \$ 50,000 |
| | Section 6 Superannuation Trustees Liability | |
| | 5.2.1 Investigation Fees | |
| | 5.2.2 Legal Fees | |

Section 7 General Extensions

7.5 Emergency Costs

The greater of \$250,000 or 10% of the
Limit of Liability

7.7 Public Relation Costs

Endorsement

Amendment to Severability Condition Endorsement

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

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

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

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

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

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

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

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

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

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

In all other respects this Policy remains unaltered.

Molestation

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

Child care/minding services
Churches and religious organisations

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

Molestation (Defence Costs Sub-limit) Exclusion

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

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

Provided that this General Exclusion will not apply to:

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

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

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

Free Legal Consultation

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

Conditions of Use

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

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

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

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

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

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

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

Endorsement

As Per Policy Wording

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

Policy Number
83ASL1874478

Proportion
100%

Section Premium Details:

| | | |
|------------------------|-----------|-----------------|
| Billing Currency : AUD | | |
| Premium | \$ | 4,725.00 |
| Stamp Duty | \$ | 519.75 |
| GST | \$ | 472.50 |
| Total Amount | \$ | 5,717.25 |

Total Premium Details:

| | | |
|------------------------|-----------|-----------------|
| Billing Currency : AUD | | |
| Premium | \$ | 6,243.00 |
| Stamp Duty | \$ | 686.73 |
| GST | \$ | 624.30 |
| Total Amount | \$ | 7,554.03 |