
BROADFORM LIABILITY POLICY

SCHEDULE

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| Policy Number: | 205095510206 | |
| The Insured: | 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. AustCycle, its registered providers and accredited teachers and AustCycle skill coaches and Wollongong 2022 Limited | |
| Period of Insurance: | 30 April 2019 to 4:00pm 30 April 2020 | |
| The Business: | The principal activities of 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 | |
| Retroactive Date: | 30 November 2017 | |
| Limits of Liability: | Public Liability | \$20,000,000 any one Occurrence |
| | Products Liability | \$20,000,000 any one period of insurance |
| Sublimits: | Property in Physical or Legal Control | \$100,000 limited in the aggregate |
| | Advertising Injury | \$20,000,000 any one Occurrence |
| | Professional Liability | \$5,000,000 limited in the aggregate |
| | Molestation | \$250,000 limited in the aggregate |
| Excess: | Personal Injury | \$1,000 each and every Occurrence inclusive of Supplementary Payments |
| | Property Damage | \$1,000 each and every Occurrence inclusive of Supplementary Payments |
| | Errors and Omissions | \$10,000 each and every Occurrence inclusive of Supplementary Payments |
| | Advertising injury | \$1,000 each and every Occurrence inclusive of Supplementary Payments |
| | Molestation | \$50,000 each and every Claim inclusive of Supplementary Payments |
| Geographic Limits: | Worldwide | |
| Wording: | Broadform Liability SPM-BF18 SLE | |

Premium: As Agreed
GST: As Agreed
Stamp Duty: As Agreed
Admin Fees: \$0.00
GST on Fee: \$0.00
Total: **As Agreed**

Broker: JLT - MELBOURNE
Level 8, 570 Bourke Street
Melbourne VIC 3000

Insurer: Underwritten for certain underwriters at Lloyd's of London & Chubb Insurance Australia Limited by their agent SLE Worldwide Australia Pty Ltd. under binding authorities B128416380W18 & 001-2018 respectively.
\$15,000,000 x \$5,000,000 Underwritten for certain underwriters at Lloyd's of London & Chubb Insurance Australia Limited by their agent SLE Worldwide Australia Pty Ltd. under binding authorities B128416380W18 & 001-2018 respectively..

Certificate: This is to certify that in accordance with the authorisation granted under Contract No B128416380W18 to the undersigned by certain Underwriters at Lloyd's, whose names and the proportion underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's policy Signing Office, and in accordance with the authorisation granted Underwritten for certain underwriters at Lloyd's of London by their agent SLE Worldwide Australia Pty Ltd. under binding authority B128416380W18 (hereinafter referred to as "the Insurers"), and in consideration of the premium specified herein, the said Insurers are hereby bound, each for his own part and not for another, their Executors and Administrators and in respect of its due proportion only, to insure in accordance with the terms and conditions contained in the policy to which this Certificate is attached.

Stamped & Dated: 4 June 2019



for and on behalf of SLE Worldwide Australia Pty Limited
ABN 15 066 698 575 AFSL 237268
PO Box H308 Australia Square NSW 1215 Phone: +61 2 9249 4850

SEVERAL LIABILITY CLAUSE:

The subscribing underwriter 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 underwriters are not responsible for the subscription of any co-subscribing underwriter who for any reason does not satisfy all or part of it's obligations.

CANCELLATION CONDITION:

The Named Insured may cancel this Policy by giving notice in writing to SLE. The Companies may cancel this Policy in any of the circumstances set out in the Insurance Contracts Act, 1984. After cancellation as aforesaid, the premium for the period prior to cancellation shall be adjusted on a pro rata basis plus 10% of the annual premium. When the premium is subject to adjustment, cancellation will not affect the Insured's obligation to supply such information as the Companies may require for the adjustment of the premium. Cancellation will not affect the Insured's obligations to pay the amount of adjustment applicable up to the date of cancellation.

ENDORSEMENTS ATTACHING TO AND FORMING PART OF POLICY NO: 205095510206

VOLUNTARY WORKERS EXTENSION

The Policy Definition of the Insured is extended to include any voluntary worker while they are engaged in activities that are officially organised by or under the control of the Insured, provided that cover for all claims for Compensation that arise out of the one Occurrence remains subject to the Limit of Liability specified in the Schedule.

SERVICE PROVIDERS VICARIOUS ENDORSEMENT

This Policy does not cover liability in respect of Personal Injury or Property Damage arising out of or caused by or in connection with the Insured's service providers. A service provider means anyone engaged by the Insured to provide goods or perform a service. Service providers include but are not limited to security services, amusement operators, pyrotechnicians, entertainers, food vendors, stall holders, sound & lighting companies & Contracted Labour but does not include volunteers or the Insured's employees. However, this exclusion shall not apply to the Insured's vicarious liability arising from an act, error or omission of service providers that have provided the Insured with proof of liability insurance.

AIDS/HIV EXCLUSION

This Policy does not cover liability in respect of Personal Injury or Property Damage arising out of or caused by or in connection with -

1. The human immune deficiency virus (HIV) or any mutation, derivation or variation thereof.
2. Any HIV related illness including but not limited to acquired immune deficiency syndrome (AIDS) or any mutation, derivation or variation thereof.

MEMBERS LIABILITY EXTENSION

The Policy Definition of the Insured is extended to include any person who according to the Insured's constitution is a member, associate member or honorary member of the Business. Provided that:

- (a) cover only applies while these members are carrying out activities organised by or under the control of the Insured; and
- (b) cover for all claims for Compensation that arise out of the one Occurrence remains limited in the aggregate to the Limit of Liability shown in the Schedule.

BREACH OF PROFESSIONAL DUTY EXTENSION (SLE)

NOTICE TO THE INSURED

The terms and conditions of this Endorsement provide that:

1. A Claim (as defined within this Endorsement) must be made against the Insured during the Period of Insurance for this Policy to apply; and
2. The Insured must immediately notify the Insurer in writing of such Claim(s). Such notification must be given to the Insurer during the Period of Insurance for this Policy to apply. If any circumstances or facts come to the attention of the Insured during the Period of Insurance which are likely to give rise to a Claim(s) being made against them or which the Insured should reasonably expect to give rise to a Claim(s) being made against them, the terms and conditions of this Endorsement provide an option as to whether or not to notify the Insurer. However, failure to notify may affect Policy indemnity, (i.e.) All or part of any subsequent Claim(s) may not be covered. Assuming the option to notify the Insurer is chosen such notification must be given in writing during the Period of Insurance for this Policy to apply. The time of the happening of the negligent act, error or omission which gives rise to a Claim(s) or a possible Claim(s), is not of relevance provided they occur after the Retroactive Date specified in the Schedule. Upon expiry of the Period of Insurance, no further Claim(s) can be made under this Policy and therefore the maintenance of insurance provided by this Endorsement is essential.

COVER APPLICABLE TO THIS ENDORSEMENT

The Insurer, to the extent and in the manner hereinafter provided, hereby agrees to pay to or on behalf of the Insured up to the Limit of Liability as stated in the Schedule as applying to this Endorsement against all sums which the Insured

shall become legally liable to pay as Compensation for Personal Injury and/or Property Damage as a result of a Claim or Claims first made against the Insured and reported to the Insurer during the Period of Insurance arising out of an act, error or omission committed or alleged to have been committed by or on behalf of the Insured in breach of the Insured's Professional Duty in connection with the Business.

LIMIT OF LIABILITY AND EXCESS APPLICABLE TO THIS ENDORSEMENT

The Insurer hereby agrees to pay all costs in the defence of a Claim for which indemnity is available under this Endorsement provided that the total aggregate liability (including Supplementary Payments) shall not exceed the Limit of Liability specified in the Schedule as applying to this Endorsement notwithstanding the number of Claims made. The Excess shown in the Schedule as applying to this Endorsement shall be the amount first payable by the Insured in respect of any one Claim and shall be borne by and at the Insured's own risk. The Insurer's liability shall only be in excess of this amount.

EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT

This Endorsement does not cover liability:

1. Which is already excluded under the Policy.
2. Which is more specifically insured against in any other section of this Policy.
3. Arising out of acts, errors or omissions which occurred or allegedly occurred prior to the Retroactive Date specified in the Schedule.
4. Arising out of any facts or circumstances of which the Insured was aware of prior to the commencement of the Period of Insurance or which a reasonable person in the Insured's position would have considered may give rise to a Claim.
5. Assumed under contract or agreement unless such liability would have attached in the absence of such contract or agreement.
6. Arising from an Occurrence which is inevitable having regard to the circumstances and nature of the work undertaken.
7. Arising from or in connection with advice, consultancy, specification, supervision or other Professional Duty given or undertaken by the Insured not in relation to the Business.
8. Arising out of conspiracy, conversion, deceit, inducement, breach of contract, injurious falsehood or fraudulent, criminal or malicious act or omission of the Insured.
9. Arising in North America or in respect of any Claims which would be subject to the jurisdiction of the Courts of North America.
10. Incurred by or caused by a Director or Officer of the Insured whilst acting within the scope of their duties in such capacity.

DEFINITIONS APPLICABLE TO THIS ENDORSEMENT

"Claim" or "Claims" means:

- (i) Any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third or similar party notice issue against or serviced upon the Insured or
- (ii) The receipt by the Insured of any written or verbal notice of demand for compensation made by a third party against them.

"Professional Duty" means the duty owed in a professional capacity by Registered Official's and Coaches

CONDITIONS APPLICABLE TO THIS ENDORSEMENT

1. The Insured shall, as a condition precedent to their right to be indemnified under this Endorsement give to the Insurer as soon as practicable notice in writing during the Period of Insurance:
 - (i) of any Claim(s) made against the Insured.
 - (ii) of the receipt of notice from any person of an intention to make a Claim against the Insured.
2. The Insured shall give to the Insurer, as soon as practicable, notice in writing during the Period of Insurance of any

circumstance of which they become aware during the Period of Insurance, likely to give rise to a Claim against them. If, during the Period of Insurance, the Insured becomes aware of any circumstances which might subsequently give rise to a Claim under this Endorsement and elect, during the Period of Insurance, to give written notice to the Insurer of such circumstances, then any such Claim which might subsequently arise out of such circumstances will be deemed to have been made during the Period of Insurance.

MOLESTATION EXTENSION

MOLESTATION EXTENSION

It is hereby noted and agreed this policy will not indemnify the Insured in respect of their legal liability arising directly or indirectly out of or in connection with physical emotional or sexual abuse.

Notwithstanding the above the Insurer will extend this policy to indemnify the Insured in respect of their legal liability arising directly or indirectly out of or in connection with physical emotional or sexual abuse but only in respect of claims made during the Period of Insurance and where the physical emotional or sexual abuse occurs after the retroactive date of this endorsement.

The Limit of Indemnity for this cover is limited to \$250,000 Any One Claim and \$250,000 in the aggregate during the Period of Insurance including costs and expenses.

The Insured will be responsible for the first \$50,000 of each and every Claim including costs and expenses.

Sexual Abuse means "an act of indecency towards, or sexual assault of, another person [as defined in Part 3 Division 10 of the Crimes Act 1900 (NSW)]".

Claims shall mean any suits or actions brought by an abused individual (notwithstanding the number of occurrences or incidents alleged to have taken place).

The Insurer will not indemnify any individual convicted of any criminal act in respect of any civil suit or action or claim arising in connection with such criminal act.

In the event of a series of incidents of Abuse being committed by the same perpetrator or committed against the same victim over a period of time:

- i. all incidents of such series shall be treated as though they were committed on the date of first such incident.
- ii. no indemnity shall be provided hereunder in respect of any incidents of a series which commenced prior to the inception date of this Extension.
- iii. no indemnity shall be provided hereunder in respect of any offences committed after the expiry of the Period of Insurance.

The retroactive date in respect of the endorsement is:- 30th November 2017

All other terms and conditions exclusions and limitations in the policy remain unaltered.

CLAIMS MADE ENDORSEMENT

Limit of Liability as specified in the Schedule & aggregate limit any one Period of Insurance inclusive of Supplementary Payments.

Excess as specified in the Schedule.

Retroactive Date as specified in the Schedule.

1. NOTICE TO THE INSURED

In respect of the Business but excluding a breach of professional duty & otherwise subject at all times to terms, conditions, exclusions & definitions of the Policy, the terms and conditions of this Endorsement provide that:

1.1 A Claim (as defined within this Endorsement) must be made against the Insured during the Period of Insurance for this Policy to apply; and

1.2 The Insured must immediately notify the Insurer in writing of such Claim(s). Such notification must be given to the Insurer during the Period of Insurance for this Policy to apply.

If any circumstances or facts come to the Insured's attention during the Period of Insurance which are likely to give rise to a Claim(s) to be made against the Insured or which the Insured should reasonably expect to give rise to a Claim(s) to be made against them, the terms and conditions of this Endorsement provide the Insured with an option as to whether or not to notify the Insurer. However, failure to notify may affect Policy indemnity, ie. All or part of any subsequent Claim(s)

may not be covered. Assuming the option to notify the Insurer is chosen such notification must be given in writing during the Period of Insurance for this Policy to apply.

The time of the happening of the Personal Injury or Property Damage which gives rise to a Claim(s) or a possible Claim(s), is not of relevance provided they occur after the Retroactive Date specified in the Schedule.

Upon expiry of the Period of Insurance, no further Claim(s) can be made under this Policy and therefore the maintenance of insurance provided by this Endorsement is essential.

2. OPERATIVE CLAUSE

The Insurer, to the extent and in the manner hereinafter provided, hereby agree to pay to or on behalf of the Insured up to the Limit of Liability as stated in the Schedule as applying to this Endorsement against all sums which the Insured shall become legally liable to pay as compensation as a result of a Claim or Claims first made against the Insured and reported to the Insurer during the Period of Insurance arising out of any act, error or omission committed or alleged to have been committed by or on behalf of the Insured in connection with the Business or the Products but not a Breach of the Insured's professional duty or any other activities of the Business or Products specifically excluded by this Policy.

The Insurer hereby agrees to pay all Costs in the defence of a Claim (including claims handling expenses) for which indemnity is available under this Endorsement provided that the Insurer's total aggregate liability (including costs in the defence of a claim) shall not exceed in all the Limit of Liability specified in the Schedule as applying to this extension notwithstanding the number of Claims made.

The Excess shown in the Schedule as applying to this extension shall be the amount first payable by the Insured in respect of any one Occurrence shall be borne by & at the risk of the Insured and the Insurer's liability shall only be in excess of this amount.

3. DEFINITION

"Claim" or "Claims" means:

3.1 Any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third or similar party notice issue against or serviced upon the Insured seeking compensation for Personal Injury or Property Damage occurring within the Territorial Limits as a result of an Occurrence in connection with the Business; or

3.2 The receipt by the Insured of any written or verbal notice of demand for compensation for Personal Injury or Property Damage occurring within the Territorial Limits as a result of an Occurrence in connection with the Business made by a third party against the Insured.

4. SPECIFIC CONDITIONS APPLICABLE TO THIS ENDORSEMENT

4.1 The Insured shall, as a condition precedent to the right to be indemnified under this Endorsement, give to the Insurer as soon as practicable notice in writing during the Period of Insurance:

4.1.1 of any Claim(s) made against the Insured,

4.1.2 of the receipt of notice from any person of an intention to make a claim against the Insured,

4.2 the Insured shall give to the Insurer as soon as practicable, notice in writing during the Period of Insurance of any circumstance of which the Insured shall become aware during the Period of Insurance, likely to give rise to a Claim against the Insured. If, during the Period of Insurance, the Insured becomes aware of any circumstances which might subsequently give rise to a Claim under this Endorsement and elect, during the Period of Insurance, to give written notice to the Insurer of such circumstances, then any such Claim which might subsequently arise out of such circumstances will be deemed to have been made during the Period of Insurance.

DRUGS & ALCOHOL EXCLUSION

It is hereby declared and agreed that no indemnity is afforded to the Insured as defined in the policy in the event of an accident caused by, arising out of or in connection with the Insured Person being under the influence or effect of alcohol or drugs.

Stamped & Dated: 4 June 2019



for and on behalf of SLE Worldwide Australia Pty Limited
ABN 15 066 698 575 AFSL 237268
PO Box H308 Australia Square NSW 1215 Phone: +61 2 9249 4850



SLE Worldwide Australia Pty Limited
A.B.N. 15 066 698 575 AFSL 237268

Level 11, 56 Clarence Street
SYDNEY NSW 2000
Telephone 61 (2) 9249 4850
Facsimile 61 (2) 9249 4840
Website: www.sleaustralia.com.au

Certificate of Currency

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|-----------------------------|---|
| Type of Cover: | Broadform Liability |
| The Insured: | 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. AustCycle, its registered providers and accredited teachers and AustCycle skill coaches and Wollongong 2022 Limited |
| Period Of Insurance: | 30 April 2019 To 4:00pm on 30 April 2020 |
| The Business: | The principal activities of 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 |
| Limits of Liability: | Public Liability \$20,000,000 any one Occurrence Products Liability \$20,000,000 any one Period of Insurance Property in Physical or Legal Control \$100,000 limited in the aggregate Advertising Injury \$20,000,000 any one Occurrence Professional Liability \$5,000,000 limited in the aggregate Molestation \$250,000 limited in the aggregate |
| Excess: | Personal Injury \$1,000 each and every Occurrence inclusive of Supplementary Payments Property Damage \$1,000 each and every Occurrence inclusive of Supplementary Payments Errors and Omissions \$10,000 each and every Occurrence inclusive of Supplementary Payments Advertising injury \$1,000 each and every Occurrence inclusive of Supplementary Payments |

Molestation \$50,000 each and every Claim inclusive of Supplementary Payments

Insurer: Underwritten for certain underwriters at Lloyd's of London & Chubb Insurance Australia Limited by their agent SLE Worldwide Australia Pty Ltd. under binding authorities B128416380W18 & 001-2018 respectively.
\$15,000,000 x \$5,000,000 Underwritten for certain underwriters at Lloyd's of London & Chubb Insurance Australia Limited by their agent SLE Worldwide Australia Pty Ltd. under binding authorities B128416380W18 & 001-2018 respectively..

Policy Number: 205095510206

Geographical Limits: Worldwide

Broker: JLT - MELBOURNE
Level 8, 570 Bourke Street
Melbourne VIC 3000

Stamped & Dated: 4 June 2019



SLE Worldwide Australia Pty Limited is acting under the authority of the Insurers and will be effecting this contract of insurance as agent of the Insurer and not the Insured. ABN 15 066 698 575 AFSL License No: 237268

Please Note: Whilst an expiry date has been indicated, it should be known this policy can be cancelled at any time in the future. Accordingly reliance should not be placed on the expiry date.

IMPORTANT NOTES:

1. The Named Insured may cancel this Policy by giving notice in writing to SLE. The Companies may cancel this Policy in any of the circumstances set out in the Insurance Contracts Act, 1984. After cancellation as aforesaid, the premium for the period prior to cancellation shall be adjusted on a pro rata basis plus 10% of the annual premium. When the premium is subject to adjustment, cancellation will not affect the Insured's obligation to supply such information as the Companies may require for the adjustment of the premium. Cancellation will not affect the Insured's obligations to pay the amount of adjustment applicable up to the date of cancellation.
2. Please ensure that you read this document in its entirety.