

# Regional Insurance Brokers

PO Box 298  
STONES CORNER QLD 4120

Phone: 07 3847 0400  
Fax: 07 3847 0411

## CLIENT COVERAGE SUMMARY

Australian Croquet Association Inc.  
Liability Combined

### COMBINED LIABILITY

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THE INSURED: Australian Croquet Association Inc

MEMBERS: 8665 Members

SPORT: Croquet & Gateball Club

PERIOD OF INSURANCE: From 31/12/2018 to 31/12/2019 at 4:00pm and any subsequent period for which the insured shall have paid and The Underwriter(s) shall have accepted the new premium.

#### GENERAL LIABILITY (PART 1)

UNDERWRITTEN BY Certain Underwriters at Lloyd's under contract number B1338 17SCA0010

\* Sum Insured (Limit of Indemnity any one occurrence) for the conduct of the Sport/Activites detailed above \$20,000,000

EXCESS: Nil

#### PROFESSIONAL INDEMNITY (PART 2)

UNDERWRITTEN BY Certain Underwriters at Lloyd's under contract number B1338 17SCA0010

\* Sum Insured (Limit of Indemnity any one claim) for the conduct of the Sport/Activities detailed above \$2,000,000

\* Aggregate Limit \$2,000,000 any one period of insurance

EXCESS: Nil

RETROACTIVE DATE: 31/12/2015

#### MANAGEMENT LIABILITY (PART 3)

UNDERWRITTEN BY Certain Underwriters at Lloyd's under contract number B1338 17SCA0010

\* Sum Insured (Limit of Indemnity any one claim) for the conduct of the Sport/Activities detailed above \$5,000,000

\* Aggregate Limit \$5,000,000 any one period of insurance

EXCESS: \$2,500

RETROACTIVE DATE: 31/12/2015

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### FIDELITY LIMIT:

\* Aggregate Limit \$100,000

EXCESS: \$5,000

### CYBER EXTENSION

This Extension forms part of, and is to be read in conjunction with Section 3 - Management Liability. All terms, Definitions Conditions and Exclusions noted apply.

This Extension is Claims Made.

LIMIT OF LIABILITY: \$250,000 any one loss and in the aggregate Any One Period of Insurance inclusive of all legal costs incurred.

EXCESS: \$1,000 each and every Claim.

### OPERATIVE CLAUSE

If, solely as a result of the Business, during the Period of Insurance and after the Retroactive Date, a Claim is made against the Insured arising directly or indirectly from;

- a. the content of the Insured's website, email, intranet or extranet, including alterations or additions made by a hacker, for actual or alleged;
  - i. infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page; or
  - ii. defamation, including libel, slander or malicious falsehood; or
- b. the negligent transmission of a computer virus to anyone with whom the Insured does business or to anyone who uses the Insured's website in the course of their business; or
- c. a breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data; or
- d. the unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which the Insured obtained through the internet or extranet or website and hold electronically,

We will indemnify the Insured against the sums the Insured has to pay as compensation.

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Furthermore We shall pay legal costs incurred with Our prior consent, but We will not pay costs for any part of a claim not covered under Section B.

Privacy Act 1988 (as amended)

We will indemnify the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Privacy Act 1988 (as amended) committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against the Insured and legal costs and expenses incurred with the consent of The Company in an appeal against conviction arising from such proceedings.

Provided that We shall not be liable for the payment of fines or penalties imposed upon the Insured.

### CONDITIONS

We will not make any payment under this Extension if the Insured has failed to:

- a. take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to the Insured's computer system, network, electronic link or website;
- b. make back-up copies of any data, file or program at reasonably frequent intervals;
- c. cancel any username, password or other security protection after the Insured became aware or had reasonable grounds to suspect that it had been made available to any unauthorised person; or
- d. ensure that all personal data held by the Insured is encrypted to the best of their abilities.

Where a limit of more than \$5,000 is applied the Insured and all clubs need to meet the following minimum requirements:

1. Two signatures for all payments
2. Annual external audit on cash and accounts. External audit to have no qualifications
3. Annual internal audit by management on inventory and stocks

Where the above 3 minimum requirements are not met, cover will be restricted to \$5,000.

### NOTE:

Claims under this section are on a "Claims Made" basis

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which means that the policy covers you for claims made against you and notified to the insurer during the period of cover.

POLICY WORDING TO APPLY: Sportscover General Liability for Amateur  
Sports Policy Wording 01.17

### IMPORTANT INFORMATION

The details shown in the insurer field of this invoice, is an Underwriting Agency or Wholesale Broker and not the true Insurer for this policy. This Policy is issued by Sportscover Australia Pty Ltd on behalf of the Insurer shown below:

INSURER: LLOYDS OF LONDON  
ADDRESS: 3 LIME STREET, LONDON

The risk or proportion of risk placed at Lloyd's is placed with a number of syndicates and each syndicate's obligation under this policy is limited solely to the extent of their individual subscription. The subscribing syndicates are not responsible for the subscription of any co-subscribing syndicate who for any reason does not satisfy all or part of its obligations

INSURER	POLICY NUMBER	PROPORTION
Sportscover Australia Pty Ltd A.B.N. 43 006 637 903	PMEL990102757	100.0000%
* SUPPORTING INSURERS		
- Certain Underwriters at Lloyd's of London		100.0000%