

Date of issue 30 July 2020
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Important Notice: This Coverage Summary has been prepared for general reference and is a summary of cover only. Please refer to your Policy Schedule and Policy Wording for full terms, conditions and exclusions of your policy.

Association Liability - Equine, Sport and Leisure

Policy Number	LPS018565296	
Insured	Show Horse Council of Australasia Inc	
Period of Insurance	4:00 PM 31 July 2020 to 4:00 PM 31 July 2021	
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	Association Liability Insurance Scheme (ALIS) Policy SBAF0012R NFP	
Specific Cover Limits	Section 1 Professional Liability	\$ 1,000,000 any one claim and \$ 2,000,000 in the aggregate
	Section 2 Management Liability	\$ 1,000,000 any one claim and \$ 2,000,000 in the aggregate
	Section 3 Association Liability	\$ 1,000,000 any one claim and \$ 2,000,000 in the aggregate
	Section 4 Employment Practices Liability	\$ 1,000,000 any one claim and \$ 2,000,000 in the aggregate
	Section 5 Employee Fraud or Dishonesty	\$ 100,000 any one claim
	Section 6 Superannuation Trustees	Not Insured
Excess	Section 1 Professional Liability	\$ 5,000
	Section 2 Management Liability	\$ 5,000
	Section 3 Association Liability	\$ 10,000
	Section 4 Employment Practices Liability	\$ 5,000
	Section 5 Employee Fraud or Dishonesty	\$ 5,000
	Section 6 Superannuation Trustees Liability	\$ 5,000
	Application of Excess in respect of Australia and New Zealand	Cost Exclusive
Retroactive Date	Unlimited, excluding any known claims and circumstances	

Jurisdictional Limits	Australia and New Zealand
Territorial Limits	Worldwide except the United States of America and Canada

Specific Sub Cover Limits

Section 1 Professional Liability	1.2.4 Loss of Documents	\$ 500,000
	1.2.7 Statutory Liability	\$ 100,000
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 Investigation Fees	\$ 100,000
	5.2.2 Legal Fees	\$ 50,000
Section 7 General Extensions	7.3 Court Attendance Costs	\$ 500 per day
	7.5 Emergency Costs	Greater of \$ 250,000 or 10.00% of Limit of Liability
	7.7 Public Relations Costs	\$ 1,000,000

Endorsements

Insolvency Exclusion – Association

This Endorsement applies in relation to its terms notwithstanding any other term of the Policy.

The following additional Exclusion is added to Section 3.3:

3.3.12 Insolvency Exclusion – Association for or arising out of, based upon or attributable to:

1. The Association continuing to trade whilst insolvent; or
2. The failure of the Association to enter into voluntary administration as and when the Insured Persons knew or reasonably ought to have known that the Association was insolvent or likely to become insolvent; or
3. The incurring of debt by the Association when the Association was insolvent or became insolvent by incurring that debt, or by incurring at that time debts including that debt; or
4. The failure of the Association to meet its financial commitments as and when they fall due; or
5. Any breach by any Insured Person of any duty (whether imposed by common law, statute or by reason of the Insured Person being a fiduciary or otherwise) in allowing the Association to become insolvent or continuing to trade whilst insolvent or whilst likely to become insolvent; or
6. Any omission or decision made or course of action taken by any Insured Person that results in the Association becoming insolvent or continuing to trade whilst insolvent; or
7. Any representation made by an Insured Person as to the solvency or future prospects of the Association at a time when the Association was insolvent or likely to become insolvent; or
8. The Association entering into a transaction that is voidable.
9. The appointment of a liquidator or receiver.

The Association is "insolvent" if:

1. It is an insolvent under administration or insolvent (each as defined in the Corporations Act 2001 (Cth)); or
2. It has had a controller appointed or is in liquidation, in provisional liquidation, under administration, has been wound up or has had a receiver appointed to any part of its property; or
3. It is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent); or
4. It is taken (under Section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or
5. It is otherwise unable to pay its debts when they fall due; or
6. Something having a substantially similar effect to clauses (1) to (5) above happens in connection with the Association under the law of any jurisdiction.

Master Policy Notice

This policy has been issued on a Master Policy basis which means an aggregate limit may be applicable which is shared by all insured persons and/or clubs under the policy. This limit may be eroded or completely exhausted by claims made under this master policy by other insured persons and/or clubs covered under the master policy.

Removal of Insured v Insured Exclusion

This Endorsement applies in relation to its terms notwithstanding any other term of the Policy.

Additional Exclusion 1.3.4 and 3.3.6 are deleted from the Policy in their entirety.

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

This Endorsement applies in relation to its terms notwithstanding any other term of the Policy.

The following Additional Exclusion is added to Section 1.3 at the end thereof:

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.

Full Bodily Injury and Property Damage Exclusion

This Endorsement applies in relation to its terms notwithstanding any other term of the Policy.

The following Additional Exclusion is added to Section 1.3 at the end thereof:

Full Bodily Injury and Property Damage 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.

Special Conditions

Free Legal Consultation (as below)

Chubb Insurance will provide policyholders up to 2 hours of free legal advice on matters relating to their profession. The firms providing the legal advice 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 insurers 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 legal 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 Solutions Australia Limited. The insurer reserves the right to change the appointed firm at any time.

Chubb 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 Chubb Insurance Australia Limited ABN 23 001 642 020 and Insurance Australia Limited ABN 11 000 016 722 trading as CGU. Aon Risk Services ABN 17 000 434 720 arranges the insurance and Chubb Insurance Australia Limited and Insurance Australia Limited trading as CGU issues the insurance.

Insurer	Policy Number	Proportion
CHUBB INSURANCE AUSTRALIA LIMITED A.B.N. 23 001 642 020 LEVEL 38, 225 GEORGE STREET SYDNEY NSW 2000	LPS018565296	40%
INSURANCE AUSTRALIA LIMITED T/AS CGU PROF RISKS A.B.N. 11 000 016 722 GPO BOX 4609 MELBOURNE VIC3001	LPS018565296	40%
ALLIED WORLD ASSURANCE COMPANY A.B.N. 54 163 304 907 264 GEORGE STREET SYDNEY NSW 2000	LPS018565296	20%