

## Policy Schedule

You will only be entitled to insurance cover under the section or sections which you have selected and for which you have paid the required premium.

**Policy Number – PMEL99/0081479**

<b>The Insured</b>	<b>AUSTRALIAN BADMINTON ASSOCIATION INC T/AS BADMINTON AUSTRALIA</b>
<b>Address</b>	Unit 15/8 Techno Drive Williamstown 3016 Australia
<b>Sport/Business</b>	Badminton
<b>Teams/Members</b>	17719 MEMBERS
<b>Period of Insurance</b>	From <b>30/06/2020</b> to <b>31/03/2021</b> , at 4:00 pm and any subsequent period for which the insured shall have paid and The Underwriter(s) shall have accepted the new premium.

### Cover Details

#### Association Liability

Wording: Association\_Liability\_Policy\_Wording\_11.18

Underwritten by Certain Underwriters at Lloyd's under contract number B1740PGL200003000

#### Part 1

##### Public Liability

\$20,000,000 any one occurrence

##### Products Liability

\$20,000,000 any one occurrence and in the aggregate

Excess \$NIL

#### Part 2

##### Professional Indemnity

\$10,000,000 any one claim and in the aggregate

Excess \$NIL

Retroactive date: 31/12/2010

#### Part 3

**Management Liability** limits as per those shown below any one claim and in the aggregate

Directors and Officers: \$5,000,000

Offices Bearers \$5,000,000

Trustee Liability: \$5,000,000

Taxation Audit: \$50,000

Crime/Fidelity: NOT INSURED

Employment Practices: \$250,000

Statutory Liability: \$250,000

Appearance at Official Investigations: Included

Heirs and Estates: Included

Automatic Reinstatement of Indemnity Limit: Included

Discovery Period: Included

Outside Directorship Cover: Included

New and Former Subsidiary: Included

Occupational Health and Safety: Included

Public Relations Cover: \$100,000

Pollution: Included for Sudden and Unexpected

Continuous Cover: Included

**Management Liability Excess**

Standard Excess \$1,000  
 Crime/Fidelity \$NIL  
 Employment Practices \$10,000  
 Retroactive date: 31/12/2010

To view full policy details including definitions, exclusion and conditions please refer to the policy wording and any endorsements listed below.

Management Liability shall also include Fidelity Guarantee \$25,000  
 Excess \$250

Property in Physical or Legal Control  
 \$50,000

It is Hereby Agreed and Declared that policy is altered as follows

**Definitions**

8. **Insured** is deleted and replaced with the following:

Australian Badminton Association Incorporated Trading As Badminton Australia.  
 Badminton Victoria Inc;  
 Australian Capital Territory Badminton Association Inc;  
 NSW Badminton Association Incorporated;  
 Northern Territory Badminton Association Inc;  
 The Queensland Badminton Association Inc;  
 South Australian Badminton Association Inc;  
 Tasmanian Badminton Association Inc  
 The Badminton Association of Western Australia (Inc), t/as Badminton WA  
 Affiliated National, State, Territory, Regional, District and Branch Associations and Affiliated Member Clubs and/or any subsidiary company as an owner.  
 All Badminton Australia Accredited Member Coaches  
 All contractors and sub-contractors and other parties as required by contract or agreement.

The Definition of Insured Persons is deleted and replaced by: All registered members; affiliated regional, district, branch and club members; committee members; club directors; club officers; office bearers; first aid personnel; administrators; talent squads; teachers, coaches, instructors, trainers; masseurs; timekeepers, officers, officials, technical officers, technical officials, voluntary workers including co-opted volunteers, prospective members for up to four (4) weeks after initial approach and guest players where applicable.  
 Business Description shall also include but is not limited to organisers of local rosters, coaching and casual court hire.

**ABUSE EXTENSION:**

This extension is on a claims made" basis. It only covers claims made against You and notified to Us during the period of insurance. However, provided you give Us notice in writing of any facts that might give rise to a claim against You, as soon as reasonable practicable after You become aware of those facts and before the expiry date of this insurance, then this insurance will respond, notwithstanding the fact that no claim has actually been made against You prior to the expiry date.

**OPERATIVE CLAUSE:**

Subject to the terms, conditions, definitions and exclusions of this Policy ( Other than as amended by this Extension), We hereby agree to indemnify You up to the Limit of Liability against all sums which you shall become legally liable to pay by the way of compensation (excluding any redress (including payments under the National Redress Scheme Act 2018), punitive, exemplary, aggravated and/or multiple damages) as a result of a Claim or Claims first made against You and notified in writing to Us during the period of insurance stated in the Schedule by reason of Personal Injury arising out of Abuse or attempt threat committed or alleged to have been committed.

**DEFINITIONS:**

Wherever used in this Extension the following words have the following special meanings:

Claim means: Any originating process (in a legal proceeding or arbitration), cross claim or counter claim or third party claiming compensation against and served on an Insured. Retroactive Date: From the original date that you have had this abuse extension with us on a continuous basis or from 30/06/2020.

**LIMIT OF LIABILITY:**

Our total aggregate liability during any one period of insurance for all liability arising directly or indirectly out of or in connection with Abuse or attempt threat shall not exceed \$5,000,000 any one claim and \$10,000,000 in the aggregate during any one period of insurance. Furthermore, this Limit of Liability provided under this Extension shall apply inclusive of all legal costs and expenses incurred by Us.

### LEGAL COSTS:

We will pay all costs, fees and expenses incurred, with our prior consent, by You in the defence of settlement of a claim or claims made against You but not exceeding in total the Limit of Liability noted in this extension.

### EXCLUSIONS:

We shall not be liable:

1. for any liability in respect of which You are entitled to indemnify under any other insurance.
2. for any liability arising from Abuse or attempt threat which occurred prior to the Retroactive Date specified in this Extension.
3. for any liability arising from any facts and/or circumstances, of which You had become aware prior to commencement of the Period of Insurance, which is a reasonable person in Your position would have considered as facts and/or circumstances which may rise to a Claim or Claims under this Policy.
4. to indemnify any perpetrator or alleged perpetrator of any Abuse or attempt threat.
5. for any fines or penalties or the costs of defending any criminal proceedings
6. for any Claim or Claims brought against You in any country or jurisdiction outside the commonwealth of Australia or New Zealand or Claims arising from the enforcement of any judgement, order or award in respect of any action first brought in any court of law, arbitration, tribunal or other judicial body outside the Commonwealth of Australia or New Zealand.
7. for the Excess as set out under Condition 1 of this extension.

### CONDITIONS:

1. You shall bear the first \$10,000 (inclusive of costs and expenses) of any one Claim.

For the purpose of determining the Excess applicable to any indemnity provided under this Extension, it is expressly agreed that all acts of Abuse or attempt(s) threat suffered by any individual claimant shall be deemed to be arising out of the originating cause. If there is more than one claimant, all acts of Abuse or attempt(s) threat suffered by each Individual Claimant shall be deemed to be arising out of original causes.

2. You shall, as a condition precedent to Your right to be indemnified under this Extension, ensure that You comply with all State and National legislation and requirements for dealing with minors.

Issued subject to the terms of the attached Policy Wording and signed by the authorised Representative of Sportscover Australia Pty Ltd on behalf of the Underwriter/s detailed above.

Premium

AS AGREED



16/06/2020

DATE

Printed by: A.B.