



Not-for-ProfitEdge Renewal Schedule

Thank you for continuing to insure with the AIG Not-for-ProfitEdge - Management Liability Insurance product. This renewal schedule and the policy wording we have previously issued to you (as well as any subsequent amendments to it which we have provided to you), provide details of your cover. If you do not have a copy of the policy wording please contact your intermediary.

Our agreement to provide cover is based on the information provided by you. If there is any further information that you need to tell us about, please advise your intermediary immediately, in accordance with your Duty of Disclosure.

Once payment is received, this schedule will become your current schedule and tax invoice. Please keep your current schedule and policy wording in a safe place.

Your Intermediary	JLT Sport - VIC
Product	Not-for-ProfitEdge - Management Liability
Policy Wording Reference	PrivateEdge 08/12
Policy Number	9614879PVE
Policy Period	01/11/2021 to 4PM 01/11/2022
Continuity Date	01/01/2004
Policyholder Name	AFL
Entity Type	Not-for-Profit Organisation
Is this an Australian domiciled entity? (meaning the Policyholder is a company incorporated in Australia)	Yes
Stamp Duty Exempt	No
ABN Number	
Registered for GST	No
Occupation	Football Club Operation
Business Activity	Football Club Operation
Consolidated Annual Turnover	\$100,000,000
Number of Employees	ACT 1,000; NSW 1,000; NT 1,000; QLD 1,000; SA 1,000; TAS 1,000; VIC 1,000; WA 1,000; OFF 0;



Coverage Details

POLICY COVERS

Aggregate Limit of Liability \$10,000,000

SECTION 1: Management Liability

Retention \$5,000

SECTION 2: Corporate Liability

Retention \$5,000

SECTION 3: Employment Practices Liability

Retention \$15,000

SECTION 4: Crime Protection

Sub-Limit \$1,000,000

Retention \$20,000

SECTION 6: Statutory Liability

Sub-Limit \$1,000,000

Retention \$5,000

Endorsements:

Professional Services Exclusion



The Insurer shall not be liable for Loss under Policy Section 1 - Management Liability in connection with any Claim made for rendering or failure to render any service or advice to a customer or client of the Insured.

Absolute Bodily Injury Property Damage Exclusion

This endorsement (and any Endorsement issued in substitution and/or any Endorsements hereto) attaches to and forms part of the Policy and any word or expression to which a specific meaning has been attached shall have the same meaning wherever it appears.

In consideration of the payment of the premium, the policy is amended as follows:

Exclusion: The Bodily Injury & Property Damage Exclusions are deleted from Policy Sections 1 - Management Liability, 2 - Corporate Liability, 3 - Employment Practices Liability and 5 - Superannuation Trustees Liability and are replaced with the following:

arising out of, based upon or attributable to **Bodily Injury and/or Property Damage**. This exclusion shall not apply to:

- (i) Policy Section 1 - Management Liability Extension 4 Occupational Health & Safety; or
- (ii) Policy Section 1 - Management Liability Extension 2 Insured Person Statutory Liability; or
- (iii) Policy Section 2 - Corporate Liability Extension 2 Occupational Health & Safety; or
- (iv) General Terms and Conditions Extension 2 Regulatory Crisis Response; or
- (v) any **Claim** for emotional distress with respect to **Employment Practices Liability, Third Party Liability, Superannuation Trustees Liability** or defamation.

All other terms, conditions and exclusions remain unchanged

AFL Molestation Exclusion

The Policy shall not cover Loss or make any payment in connection with any claim arising out of, based upon or attributable to any actual or alleged sexual assault, sexual abuse or molestation.

All other terms, conditions and exclusions remain unchanged.

Specific Matters Exclusion - AFL

This endorsement (and any Endorsement issued in substitution and/or any Endorsements hereto) attaches to and forms part of the Policy and any word or expression to which a specific meaning has been attached shall have the same meaning wherever it appears.

In consideration of the payment of the premium, the policy is amended as follows:

Exclusion: This policy shall not cover **Loss** or make payment in connection with any **Claim** arising out of, based upon or attributable to the use of, or any payment made by a bank cheque.

All other terms, conditions and exclusions remain unchanged

Amended Policyholder Name - AFL



In consideration of the payment of the premium, the policy is amended as follows:

Effective from the inception of this policy, the "Policyholder Name" specified in the Schedule is deleted and replaced with the following:

All Incorporated Australian Football Clubs and Associations/Leagues and affiliated entities of each State and Territory, AFL Victoria, AFL Queensland Limited, AFL (NSW/ACT) Commission Limited, AFL Tasmania Pty Ltd, AFL Northern Territory Limited, the NSW Australian Football History Society Inc and League Tribunals, League Tribunal Members and AFL Masters League

No aggregation provisions of any kind apply for the purposes of any retention. All other terms, conditions, and exclusions remain unchanged.

Specific Entity Exclusion - AFL Community

This policy shall not cover Loss or make payment in connection with any Claim made by, or on behalf of, or against the 18 National Men's Clubs forming the National AFL competition including the National AFLW associated teams, AFL Corporate and the AFL players Association and any of their subsidiaries
All other terms and conditions remain unaltered.

Insolvency Exclusion 2020



This endorsement (and any endorsement issued in substitution and/or any endorsements hereto) attaches to and forms part of the Policy and any word or expression to which a specific meaning has been attached shall have the same meaning wherever it appears.

In consideration of payment of the premium charged the policy is amended as follows:

Exclusion: The following Exclusion is added to the "General Terms and Conditions", "Exclusions" Section of the Policy:

Insolvency Exclusion 2020

Notwithstanding anything to the contrary in the Policy (including but not limited to any discovery or run-off provisions), the **Insurer** shall not be liable under any Policy Section to make any payment for **Loss** or **Direct Financial Loss** in connection with any **Claim, Investigation** or other matter made or commenced against any **Insured**:

(A) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly:

(i) any act, error or omission by any **Insured**, or other matter that is the subject of an **Investigation**, which is alleged to have led to or caused, directly or indirectly, wholly or in part, an **Insured Entity** being unable to pay any or all of its debts as and when they fall due; or

(ii) an **Insured Entity** having sustained a financial loss due, directly or indirectly, wholly or in part, to any act, error or omission by any **Insured**, or other matter that is the subject of an **Investigation**, but only if such **Claim, Investigation** or other matter is made or commences after:

(a) the **Insured Entity** has had an administrator, controller, receiver, receiver and manager, liquidator or any other external insolvency officeholder appointed to it; or

(b) the time at which the **Insured Entity** is determined to have become insolvent (whichever is earlier); or

B) that is brought by or on the behalf of any:

i. liquidator, administrator or receiver of any **Insured Entity**; or

ii. creditor or debt holder of any **Insured Entity** alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly, an **Insured Entity** being unable to pay any or all of its debts as and when they fall due.

All other terms, conditions and exclusions remain unchanged.

Discovery Extension Deleted

General Terms and Conditions Extension 3 'Discovery Period' is deleted from the policy.

Sanctions Exclusion



This endorsement (and any Endorsement issued in substitution and/or any Endorsements hereto) attaches to and forms part of the Policy and any word or expression to which a specific meaning has been attached shall have the same meaning wherever it appears.

Sanctions Endorsement

In consideration of the payment of the premium, the policy is amended as follows:

Exclusion: The following Exclusion is added to the policy:

Sanctions:

If, by virtue of any law or regulation which is applicable to an **Insurer**, its parent company or its ultimate controlling entity, at the inception of this Policy or at any time thereafter, providing coverage to the **Insured** is or would be unlawful because it breaches an applicable embargo or sanction, that **Insurer** shall provide no coverage and have no liability whatsoever nor provide any defence to the **Insured** or make any payment of defence costs or provide any form of security on behalf of the **Insured**, to the extent that it would be in breach of such embargo or sanction.

All other terms, conditions and exclusions remain unchanged

Transaction Definition - Amended

This endorsement (and any Endorsement issued in substitution and/or any Endorsements hereto) attaches to and forms part of the Policy and any word or expression to which a specific meaning has been attached shall have the same meaning wherever it appears.

In consideration of the **Premium**, the policy is amended as follows:

General Terms and Conditions: Definitions - The definition of "Transaction" is deleted and replaced with:

Transaction

any one of the following events:

- (i) the **Policyholder** consolidates with or merges into or sells all or substantially all of its assets to any other person or entity or group of persons and/or entities acting in concert; or
- (ii) any person or entity, or persons or entities acting in concert (other than a **Subsidiary** or **Subsidiaries**) acquires **Control** of the **Policyholder**; or
- (iii) any **Company** lists its **Securities** on any exchange or market; or
- (iv) the appointment of an administrator, receiver, manager, liquidator or other insolvency officeholder to any **Company**.

All other terms, conditions and exclusions remain unchanged

PVE Unfair Contracts Terms Endorsement 0221



In consideration of payment of the premium, the policy is amended as follows:

The first paragraph of Condition 6 ('Consent') in the 'Claims' Conditions Section of the Policy is deleted and replaced with the following:

Only those settlements, judgments, and costs and expenses which have been consented to by the **Insurer** (which shall not be unreasonably delayed or withheld) shall be payable as **Loss** under this policy. Where required by any provision of this Policy, the **Insurer's** consent shall not be unreasonably withheld or delayed, provided that the **Insurer** shall be entitled to exercise all of its rights under the Policy.

In consideration of payment of the premium, the policy is amended as follows:

The 'Cancellation' Condition in the General Provisions of the Policy is deleted and replaced with the following:

Cancellation

This policy may be cancelled by the **Policyholder** at any time by providing written notice to the **Insurer**. Where no **Claims**, or, pursuant to section 40(3) of the *Insurance Contracts Act* 1984, circumstances that might give rise to a **Claim**, have been notified to the **Insurer** and no liability is incurred by the **Insurer** to make a payment under the policy arising from such **Claim** or circumstance, the **Policyholder** shall be entitled to a refund of the *pro rata* proportion of the premium for the unexpired **Policy Period**.

This policy may be cancelled by the **Insurer** as prescribed by the *Insurance Contracts Act 1984* (Cth).

Cancellation of this policy does not extinguish any cover available under Policy Section 1 - Management Liability Extension 7 'Run-off for Retired Insured Persons'.

Player Contracts Exclusion

This Policy does not provide cover for Loss or otherwise in connection with any Claim arising out of, based upon or attributable to players and/or coaches contract disputes.

Dual Control Exclusion

The **Insurer** shall not be liable under Policy Section 4 - Crime Protection for **Direct Financial Loss** arising out of:

- (i) the **Insured** failing to ensure that at least two (2) officers sign any cheques, **Negotiable Instruments** or funds transfer instructions;
- (ii) the **Insured** failing to ensure that at least two (2) **Employees** authorise any refund of money or return of goods;
- (iii) the **Company's** bank accounts being reconciled by any person who has authority to operate those bank accounts.



Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

Subject to the Non-Avoidance provision in this policy:

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Subject to all of the terms, conditions and exclusions of this policy. This policy is underwritten by AIG Australia Limited (AIG), ABN 93 004 727 753, AFSL 381686.