



## Policy Schedule

### Class of Insurance

Management Liability

### Policy Number

33 2225918 ZML

### Policyholder

All Incorporated Cricket Clubs and Affiliated Associations of each State and Territory, including ACT Cricket Association Incorporated (but excluding Cricket Australia, its Collective State Member Associations and the elite National and State Representative Teams) and Umpire Associations, League Tribunals and League Tribunal Members.

### Period of Insurance

From: 30<sup>th</sup> June, 2022 at 4:00pm, local standard time

To: 30<sup>th</sup> June, 2023 at 4:00pm, local standard time

### Premium

As agreed

### Policy Aggregate Limit of Liability

\$5,000,000 all *claims* and/or *losses* during the *period of insurance*

### Limits of Liability

Section 1: Insured Persons Liability	\$5,000,000	all <i>claims</i> during the <i>period of insurance</i>
Section 2: Company Liability	Not Covered	
Section 3: Employment Practices Liability	\$500,000	all <i>claims</i> during the <i>period of insurance</i>
Section 4: Statutory Liability	Not Covered	
Section 5: Commercial Crime	\$500,000	all <i>losses</i> during the <i>period of insurance</i>
Section 6: Internet Liability	\$500,000	all <i>claims</i> during the <i>period of insurance</i>

Zurich Australian Insurance  
Limited  
ABN 13 000 296 640

Level 10, 385 Bourke Street  
Melbourne, Vic, 3000



### **Sub-Limits of Liability**

General Extension 3: Crisis Containment	\$100,000 in the aggregate for any one <i>period of insurance</i> , which shall be part of and not in addition to the policy aggregate <i>limit of liability</i>
General Extension – 4. Environmental Mismanagement Coverage ( <i>claims against the company</i> )	Not Covered
Section 1, Extension – 2. Court Attendance Costs	\$500 per day per <i>insured person</i> subject to a total sub-limit of \$100,000 in the aggregate for any one <i>period of insurance</i> , which shall be part of and not in addition to Section1 <i>limit of liability</i>
Section 1, Extension – 5. Excess Limit of Liability for Directors or Officers	Not Covered
Section 2, Extension 2. – Occupational Health & Safety Defence Costs for <i>claims</i>	Not Covered
Section 2, Extension 4. – Superannuation schemes	Not Covered
Section 5, Extension 2. – Contractual Penalties	\$100,000 in the aggregate for any one <i>period of insurance</i> , which shall be part of and not in addition to the policy aggregate <i>limit of liability</i>
Section 5, Extension 5. – Crime Investigation Costs	\$75,000 in the aggregate for any one <i>period of insurance</i> , which shall be in addition to the policy aggregate <i>limit of liability</i>

### **Deductibles**

Section 1: Insured Persons Liability	Insuring Clause 1: Nil each and every <i>claim</i>  Insuring Clause 2: \$5,000 each and every <i>claim</i>
Section 2: Company Liability	Not Covered
Section 3: Employment Practices Liability	\$25,000 each and every <i>claim</i>
Section 4: Statutory Liability	Not Covered
Section 5: Commercial Crime	\$25,000 each and every <i>loss</i>
Section 6: Internet Liability	\$10,000 each and every <i>claim</i>

**Date of Continuous Cover**

Insured Persons: 18 August 2003 excluding known claims/circumstances  
Company: 18 August 2003 excluding known claims/circumstances

**Wording**

Standard Zurich Management Liability Insurance (ZU20411 - V1 01/11 - PCUS-005159-2011). The Limitations, Definitions, Extensions of Cover, Exclusions, and Conditions specified in the named policy apply, except to the extent it is hereby modified by the following endorsements, which are attached.

**Endorsement(s)**

1. Section 3 Employment Practice Liability Exclusion 1 – Amended (Employee entitlements)
2. Section 3 Employment Practice Liability Exclusion 2 – Amended (Employee reinstatement)
3. Section 3 Employment Practice Liability Exclusion 5 – Amended (Specified sums under contract)
4. Bankruptcy / Insolvency / Creditors Endorsement
5. Concussion Mismanagement Exclusion
6. Molestation / Sexual harassment Endorsement
7. Non-Accumulation Endorsement
8. Player Contract Exclusion
9. Segregation of duties Exclusion
10. Claims / Circumstance Endorsement
11. Social Media/Chat Room Exclusion
12. Fraudulent Impersonation Exclusion

**Issued**

at Melbourne on 16 August 2022



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Zurich Australian Insurance Limited  
ABN 13 000 296 640  
AFS Licence No: 232507

# Endorsement Schedule

## Endorsements attaching to and forming part of Policy No. 33 2225918 ZML

With effect from 30/06/2022 at 4:00pm, local time this policy is endorsed as follows provided always that the *limit of liability* specified in the *schedule* shall apply inclusive of these endorsements and except to the extent which it is hereby modified the limitations, exclusions, definitions and conditions of the policy apply:

### **Endorsement No. 1** **Section 3 Employment Practice Liability** **Exclusion 1 - Amended**

Exclusion 1 'Employee entitlements' in this policy is deleted in full and replaced as follows:

#### **1. Employee entitlements**

for breach of duties, obligations or responsibilities pursuant to any contract or provided by any law, regulation, by-law, determination made under or pursuant to any statute, ordinance or *industrial instrument* howsoever promulgated regulating *employee entitlements*.

### **Endorsement No. 2** **Section 3 Employment Practice Liability** **Exclusion 2 - Amended**

Exclusion 2 'Employee reinstatement' in this policy is deleted in full and replaced as follows:

#### **2. Employee reinstatement**

based upon, arising out of, or attributable to any judgment or court order for the reinstatement of an *employee* including any future *employee entitlements* if the *company* fails to hire, promote or reinstate the claimant as an *employee*.

### **Endorsement No. 3** **Section 3 Employment Practice Liability** **Exclusion 5 - Amended**

Exclusion 5 'Specified sums under contract' in this policy is deleted in full and replaced as follows:

#### **5. Specified sums under contract**

for any sum of money:

- (a) in respect of or in lieu of a notice period;
- (b) pursuant to an express written contract of employment; or
- (c) pursuant to an express written obligation to make payments in the event of the termination of employment.



**Endorsement No. 4**  
**Bankruptcy / Insolvency / Creditors Endorsement**

We shall not be liable under this policy to make any payment for *loss* or *financial loss* (including *defence costs*) in connection with any *claim*, *investigation costs* or *representation costs* made against any *insured*:

- (a) arising out of, based upon, attributable to, as a consequence of or in any way involving, directly or indirectly:
  - (i) any *wrongful act* which is alleged to have led to or caused, directly or indirectly, wholly or in part, the bankruptcy or insolvency of the *company* or any *insured*, or to the *company* filing a petition, or a petition being filed against the *company* or any *insured*; or
  - (ii) the *company* or any *insured* has sustained a *financial loss* due, directly or indirectly, wholly or in part, to a *wrongful act* of any *insured(s)*, but only if such *claim* is made after the *company* or any *insured* has been determined to be insolvent, or has filed a petition for bankruptcy, or a petition has been filed against it, or the *company* or any *insured* has assigned its assets for the benefit of its creditors; or
- (b) brought by or on the behalf of any creditor or debt-holder of the *company* or any *insured*, or arising out of any liability (whether alleged or actual) to pay or collect accounts, including but not limited to *claims* alleging misrepresentation in connection with the extension of credit or purchase of a debt instrument, or *claims* alleging any deterioration in the value of the debt as a result of (wholly or in part) the bankruptcy or insolvency of the *company* or any *insured*.

**Endorsement No. 5**  
**Concussion Mismanagement Exclusion**

It is hereby declared and agreed that:

- 1) the following General Exclusion is added to this policy.

We shall not be liable under this policy to make any payment for *financial loss* or *loss* (including *defence costs*) in connection with any *claim* made against any *insured*, or *investigation costs* or *representation costs* in respect of any *investigation* based upon, arising from, or in consequence of any allegation of concussion mismanagement in the course of any game or tournament under the control of or authorised by the *insured*;

- 2) no cover for any allegation of concussion mismanagement in the course of any game or tournament under the control of or authorised by the *insured* shall be provided under parts (a) – (d) of General Exclusion 2 'Bodily injury / Property damage'; and
- 3) no cover for *defence costs* incurred by an *insured person* or by the *company* in connection with a *corporate manslaughter proceeding* or occupational health and safety proceeding based upon, arising from, or in consequence of any allegation of concussion mismanagement in the course of any game or tournament under the control of or authorised by the *insured* shall be provided under any provision of General Exclusion 3 'Conduct'.



**Endorsement No. 6**  
**Molestation / Sexual Harassment Endorsement**

We shall not be liable under this policy for *loss* or *financial loss* (including *defence costs*) in connection with any *claim* made against any *insured*, or *investigation costs* directly or indirectly arising out of, based upon, attributable to or as a consequence of any actual or alleged molestation or sexual harassment of any description or of any person.

**Endorsement No. 7**  
**Non-Accumulation Endorsement**

Our total aggregate liability under this policy and the policy(ies) listed below, or any renewal or replacement thereof, combined, in respect of:

- (a) all *claims* and *investigations* arising directly or indirectly from or in respect of one or more or continuous or repeated *wrongful acts*, *wrongful breaches* or *electronic publishing claims* that have as a common link any act, error, omission, fact, circumstance, situation, event, transaction, cause or source or series of causally connected acts, errors, omissions, facts, circumstances, situations, events, transactions, causes or sources, whether committed by one or more of the *insured* and whether directed to or affecting one or more than one person or legal entity; and
- (b) if Section 5 - Commercial Crime is shown as included in the *schedule*, all *criminal acts* that have as a common link any act, error, omission, fact, circumstance, situation, event, transaction, cause or source or series of causally connected acts, errors, omissions, facts, circumstances, situations, events, transactions, causes or sources, whether committed by one or more person and whether directed to or affecting one or more than one person or legal entity,

shall not exceed \$10,000,000

**Policy type:** Directors & Officers Liability  
**Policyholder:** Cricket Australia Limited  
**Policy number:** 33 2238144 DNX  
**Period of insurance:** 30/06/2022 to 30/06/2023

**Policy type:** Commercial Crime  
**Policyholder:** Cricket Australia Limited  
**Policy number:** 33 2238147 MCI  
**Period of insurance:** 30/06/2022 to 30/06/2023



**Policy type:** Employment Practices Liability  
**Policyholder:** Cricket Australia Limited  
**Policy number:** 33 2238145 DNX  
**Period of insurance:** 30/06/2022 to 30/06/2023

**Policy type:** Management Liability  
**Policyholder:** Queensland Cricket Association Limited  
**Policy number:** 33 2225752 ZML  
**Period of insurance:** 30/06/2022 to 30/06/2023

**Policy type:** Management Liability  
**Policyholder:** New South Wales Cricket Association  
**Policy number:** 33 2225684 ZML  
**Period of insurance:** 30/06/2022 to 30/06/2023

**Policy type:** Management Liability  
**Policyholder:** Victorian Cricket Association  
**Policy number:** 33 2225696 ZML  
**Period of insurance:** 30/06/2022 to 30/06/2023

**Policy type:** Management Liability  
**Policyholder:** South Australian Cricket Association  
**Policy number:** 33 2225727 ZML  
**Period of insurance:** 30/06/2022 to 30/06/2023

**Policy type:** Management Liability  
**Policyholder:** Western Australia Cricket Association  
**Policy number:** 33 2225729 ZML  
**Period of insurance:** 30/06/2022 to 30/06/2023



**Policy type:** Management Liability  
**Policyholder:** Northern Territory Cricket Limited  
**Policy number:** 33 TBA ZML  
**Period of insurance:** 30/06/2022 to 30/06/2023

**Policy type:** Management Liability  
**Policyholder:** Tasmanian Cricket Association  
**Policy number:** 33 2239829 ZML  
**Period of insurance:** 31/10/2021 to 31/10/2022

This endorsement in no way increases the limit of liability under this policy.

#### **Endorsement No. 8 Player Contract Exclusion**

It is hereby declared and agreed the following General Exclusion is added to this policy.

We shall not be liable under this policy to make any payment for *financial loss* or *loss* (including defence costs) in connection with any *claim* made against any *insured*, or *investigation costs* or *representation costs* in respect of any *investigation*:

##### 12. Player Contract

based upon, arising from, or in consequence of any written, oral, express or implied contract between the *insured* and any professional cricket player.

#### **Endorsement No. 9 Segregation of duties Exclusion**

We shall not be liable under *cover section 5 – Commercial Crime* to make any payment for *loss* directly or indirectly arising from or in connection with:

- (a) any cheques that are not countersigned;
- (b) any instructions to the *insured's* bank, by whatever means, authorising the transfer, payment or delivery of funds in the *insured's* account, whether to another of the *insured's* accounts or to the account of a party other than the *insured*, that are not authorised by one or more *employees* with the authority to do so other than any *employee* initiating the transfer, payment or delivery request;
- (c) an *employee* who reconciles bank statements also making deposits provided that this exclusion (c) shall not apply where there is a requirement for deposits to be authorised by one or more *employees* with the authority to do so other than any *employee* making deposits;





- (d) an *employee* performing solely any two or more of such of the following duties as are listed consecutively below:
- (1) ordering
  - (2) receiving
  - (3) recording; and
  - (4) stocktaking
- of any stock, equipment or other inventory, whether or not such acts or omissions caused or contributed to such loss. In all other respects the policy remains unaltered.

**Endorsement No. 10**  
**Claims / Circumstance Endorsement**

We shall not be liable under this policy to make any payment for *loss* or *financial loss* (including *defence costs*) in connection with any *claim*, *investigation costs* or *representation costs* made against any *insured* or the *company* as a consequence of:

- The matters referred to in the Chubb Claims Report dated 11/06/2015
- Zurich Financial Services Australia Limited claim reference 33-3559119
- Zurich Financial Services Australia Limited claim reference 33-3558879
- Zurich Financial Services Australia Limited claim reference 33-3572317
- Zurich Financial Services Australia Limited claim reference 33-3577674
- Zurich Financial Services Australia Limited claim reference 33-3642688
- Zurich Financial Services Australia Limited claim reference 33-3651006
- Zurich Financial Services Australia Limited claim reference 33-3655842
- Zurich Financial Services Australia Limited claim reference 33-3671638
- Zurich Financial Services Australia Limited claim reference 33-3675438

**Endorsement No. 11**  
**Social Media, Chat Room Exclusion**

We shall not be liable under this policy to make any payment for any *claim* in connection with an *electronic publishing claim* made against the *company* based upon, an *electronic publishing wrongful act* arising out of or attributable to any content of any on-line chat room, blog, encrypted messaging service, social media platform, bulletin board or any other forum for on-line discussion.



**Endorsement No. 12**  
**Fraudulent Impersonation Exclusion**

We shall not be liable under *Section 5 – Commercial Crime* to make any payment for *loss* directly or indirectly arising from or caused by the *insured* or an *employee* having made a transfer of funds in reliance upon a fraudulent instruction that purports to be from a person authorised to make such instruction but in fact is not from such person.

In all other respects the Policy remains unaltered