



**Excess Liability**  
POLICY WORDING &  
SCHEDULE

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**Liberty**  
Specialty Markets

POLICY NUMBER:	ME-CAS-21-431383
INSURED:	Gymnastics Australia Ltd
PERIOD OF INSURANCE:	31 <sup>st</sup> December 2021 at 4.00pm local standard time 1 <sup>st</sup> November 2022 at 4.00pm local standard time
INSURED'S BUSINESS:	<p>All activities of the Insured, including but not limited to: Principally club gymnastics, social gymnastics, participation, tournaments, administration and development, organisation, promotion, product sales, property occupiers and all activities associated with the sport of Gymnastics.</p> <p>Such activities shall include but are not limited to coaching, coaching courses and clinics, holiday and school clinics, competitions, practices and training sessions, seminars and meetings, hire of facilities, birthday parties, come and try days, teacher education and in service courses, working bees, organised fund raising, Clubs formed by member clubs of Gymnastics Australia for the purpose of fundraising and all related social and similar activities organised by the Insured including Free Play and Kinder Gym or other GA approved program and including property owners/occupiers/ tenants and all associated activities, past or present.</p> <p>All duties connected with the business of the Insured must be undertaken with the approval of Gymnastics Australia Incorporated and/or Affiliated Members Associations and/or Affiliated Regional Associations and/or Affiliated District Associations and/or Affiliated Members Clubs including Property Owners/Occupiers and any other incidental occupation incidental thereto.</p>
LIMIT OF INDEMNITY:	<p>AUD19,000,000 any one occurrence in respect of public liability and in the aggregate during the Period of Insurance in respect of product liability In excess of the underlying policy(ies) described in Schedule and Description of Underlying Policy(ies) below but in no event for any claim or loss until such claim or loss exceeds AUD1,000,000 any one occurrence in respect of public liability and in the aggregate during the Period of Insurance in respect of product liability.</p> <p>AUD9,000,000 any one Claim and in the aggregate in any one Period of Insurance in respect of professional indemnity In excess of the underlying policy(ies) described in Schedule and Description of Underlying Policy(ies) below but in no event for any claim or loss until such claim or loss exceeds AUD1,000,000 any one occurrence in respect of public liability and in the aggregate during the Period of Insurance in respect of professional indemnity</p>

**SCHEDULE AND DESCRIPTION OF UNDERLYING POLICY(IES):**

Insurer and Policy Type	Policy Period	Limit
Public & Products Liability & Professional Indemnity Sportscover Policy No: TBA	31 <sup>st</sup> December 2021 – 1 <sup>st</sup> November 2022	AUD1,000,000 any one Occurrence in respect of public liability and in the aggregate during the Period of Insurance in respect of product liability and professional indemnity

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POLICY WORDING:

Liberty Excess Liability Policy form Liberty-AUS-CAS-XOL-21.01 and attached endorsements.

PREMIUM:

As agreed

This Schedule attaches to and forms part of Liberty Excess Liability Policy Form Liberty-AUS-CAS-XOL-21.01 and is valid only if it is signed and dated below by a person duly authorised by Liberty Specialty Markets.

  
  
A.B.N. 61 086 083 605

For and on behalf of  
Liberty Specialty Markets

31<sup>st</sup> December 2021

Date

## Excess Liability Policy

In consideration of the premium being paid by the Insured to Liberty Specialty Markets (hereinafter called Liberty) and in reliance upon the written statements and declarations contained in the proposal or insurance broker's quotation submission, Liberty agrees to indemnify the Insured in accordance with the attached Schedule, Policy Wording and endorsements (where applicable).

Whereas the Insured named in this Policy carrying on the Business as described in the Schedule for the purposes of this insurance has applied to Liberty for the insurance hereinafter contained and has paid or agreed to pay the Premium in consideration for such insurance and the underlying insurer(s) has issued to the Insured the underlying policy(ies) of liability insurance.

Now this Policy witnesseth that subject to the terms contained herein or endorsed hereon, Liberty will indemnify the Insured in accordance with the applicable terms, exceptions, conditions and endorsements of the underlying policy(ies) on a follow form basis with which this Policy shall run concurrently.

Provided that such loss is covered by, or but for the relevant limit of indemnity, would have been covered by the underlying policy(ies) and Liberty shall only be liable after the underlying insurer(s) has paid or has been held legally liable to pay the respective limit of indemnity under the underlying policy(ies) and then only up to the Limit of Indemnity as provided for in the Schedule.

The liability of Liberty for all sums which the Insured shall become legally liable to pay by way of compensation in respect of any one occurrence or series of occurrences arising from one originating cause shall not exceed the Limit of Indemnity stated in the Schedule or such amount(s) as may be substituted therefore by endorsement or memorandum hereon or attached hereto.

The insurance afforded by this Policy shall follow that of the underlying policy(ies) provided that:

1. Liberty shall not be obliged to assume charge of the settlement or defence of any claim or suit brought or proceedings instituted against the Insured, but Liberty shall have the right and be given the opportunity to participate with the Insured or the Insured's underlying insurer(s), or both, in the defence and control of any claim, suit or proceedings relative to an occurrence where the claim or suit or proceedings involve or appears reasonably likely to involve Liberty in which event the Insured, the underlying insurer(s) and Liberty shall co-operate in all things in the defence and control of such claim, suit or proceedings.
2. The Insured shall co-operate with the underlying insurer(s) as required by the terms of the underlying policy(ies), and comply with all the terms and conditions thereof, and shall enforce any right of contribution or indemnity against any person, corporation or organisation who may be liable to the Insured in respect of any occurrence.
3. The Insured shall not, without Liberty's written consent, make any admission, offer, promise or payment in connection with any occurrence or claim. In the event that the amount of the excess loss becomes certain either through trial, court judgement or agreement among the Insured, the claimant and Liberty, then the Insured may pay the amount of excess loss to the claimant to effect settlement and upon submission of due proof thereof, Liberty will, upon request of the Insured, pay such amount to the Insured.

## Definitions

1. "Liberty" means Liberty Mutual Insurance Company, Australia Branch (ABN 61 086 083 605) trading as Liberty Specialty Markets incorporated in Massachusetts, USA (the liability of members is limited).
2. "Asbestos" means:
  - 2.1 That group of natural fibrous silicate minerals that comprises Actinolite, Amosite, Anthophyllite, Chrysotile, Crocidolite and Tremolite.
  - 2.2 That group of man made mineral fibres that comprises mineral wool, rockwool, glass fibre, ceramic fibres and superfine fibres.

And includes Asbestos Products and Products containing Asbestos.

3. "Terrorism" means an act or acts:
  - 3.1 That are violent in nature or are dangerous to human life:
    - 3.1.1 That are a violation of the criminal laws of the United States of America or Australia or of any State or Territory of the United States of America or Australia or that would be a criminal violation if committed within the jurisdiction of the United States of America or Australia or any State or Territory of the United States of America or Australia and that have the apparent intent of:
      - 3.1.1.1 Intimidating or coercing any civilian population;
      - 3.1.1.2 Influencing the policy of any government by intimidation or coercion; or
      - 3.1.1.3 Affecting the conduct of any government by mass destruction, assassination, or kidnapping,

Or

- 3.2. That result in:
  - 3.2.1 The denial of access to or services from web sites, computer networks, or telecommunications equipment; or
  - 3.2.2 The malfunction or degradation of web sites, computer networks, telecommunications equipment, mechanical equipment, or the interruption to the functioning of web sites or such properties,

And that have the apparent intent of intimidating or coercing any civilian population or influencing the policy of any government by intimidation or coercion.

## Premium

The premium for this Policy is the amount stated in item Premium of the Schedule. Unless the premium is minimum and non adjustable, the premium for this Policy shall be based upon the turnover and/or wageroll from all operations of the Insured during the Period of Insurance. Upon expiration of each Period of Insurance, or if terminated sooner, the actual amount of turnover and/or wageroll during such Period shall be declared to Liberty, and the earned premium shall be calculated thereon at the prevailing rate. Such earned premium shall immediately become due and payable to Liberty.

## Underlying Policy(ies)

The Insured shall maintain in full effect the underlying policy(ies) and renewals or replacements thereof with limits of indemnity as stated in the attached Schedule during this Period of Insurance, except for any reduction or exhaustion of the aggregate limit or limits contained in such policies solely by payment of claims arising out of losses which happened during the Period of Insurance. Failure to comply with the foregoing or bankruptcy or insolvency of any of the underlying insurer(s) or the Insured shall not of itself invalidate this Policy but in the event of such circumstances Liberty shall be liable only to the extent that it would have been liable had such circumstances not existed during the Period of Insurance.

## Notice of Changes

The Insured shall give Liberty written notice as soon as practicable of any change in the scope of coverage or in the amount of limits, or any material change in the risk under any underlying policy(ies), and of the termination of any coverage or exhaustion of aggregate limits of any underlying policy(ies). Failure to give such notice may entitle Liberty to rely upon the cancellation provisions of the Insurance Contracts Act 1984 (as amended).

## Notice of Loss

The Insured shall give notice in writing to Liberty as soon as practicable of every occurrence, and shall immediately forward to Liberty information relevant to such occurrence received or held by the Insured or his representative, in particular every demand, writ, summons, proceedings, impending prosecution, inquest and all information in relation thereto which may exceed 25% of the applicable amount as described in the underlying policy(ies).

## Step-Down Provision

Liberty hereby agrees that if by reason of the payment of any claim or claims by the underlying insurer(s) during the Period of Insurance, the amount of indemnity provided by such underlying policy(ies) is partially reduced, then this Policy shall apply in excess of the underlying policy(ies) until expiry thereof and subject to the terms and conditions of the underlying policy(ies), but subject always to any exclusions or terms and conditions forming part of this Policy or endorsements that may be attached to this Policy.

## Costs Clause

Liberty will pay in connection with the defence and/or settlement of claims brought against the Insured all costs and expenses incurred with the written consent of Liberty in the proportion that Liberty's limit of indemnity in respect of such claim bears to the total amount payable, provided that any such expenses to be paid by Liberty must relate directly to the indemnity provided by Liberty under this Policy.

## Non-Concurrence

The non-concurrence period of any underlying policy(ies) will not extend coverage under this Policy nor be considered as reducing or exhausting the aggregate limit or limits contained in such policies.

## Policy Interpretation in Accordance with the Laws of Australia

This Policy shall be interpreted in accordance with the laws of Australia and all claims for indemnity under this Policy shall be decided in accordance with those laws. All matters arising from or relating to the construction, operation or interpretation of the Policy shall be submitted to the exclusive jurisdiction of the Australian Courts.

## Cancellation

The cancellation provisions applicable to the underlying policy(ies) shall apply in all respects to cancellation of this Policy and further, upon the underlying insurer(s) failing to continue as valid insurer due to exhaustion of the aggregate limit solely by payment of claims or bankruptcy or insolvency of the underlying insurer(s), Liberty shall be entitled upon expiry of the Period of Insurance to rely upon the cancellation provisions of the Insurance Contracts Act 1984 (as amended).

## Sanction Limitation and Exclusion Clause

It is hereby understood and agreed that notwithstanding anything contrary to the Policy, Liberty shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Liberty or its parent to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or other applicable jurisdiction.

## Liberty Mutual AGM

Liberty is a branch of Liberty Mutual Insurance Company (LMIC), a stock insurance company incorporated in Massachusetts USA. LMIC is an indirect subsidiary of Liberty Mutual Holding Company Inc. (LMHC), a Massachusetts USA mutual holding company. Notice is hereby given that the annual meeting of LMHC is held on the second Wednesday in April of each year at ten o'clock in the morning, local time, at LMHC's office at 175 Berkeley Street, Boston, Massachusetts USA.

This notice is for members of LMHC only. One becomes a member of LMHC by virtue of being a policyholder of LMIC. Membership rights terminate when one ceases to be a policyholder of LMIC. Members of LMHC may request a copy of LMHC's annual financial statements, which are posted on Liberty Mutual's website at [www.libertymutual.com](http://www.libertymutual.com), by writing to Liberty Mutual Holding Company Inc., 175 Berkeley Street, Boston, Massachusetts 02116.

## Notices

All notices required or permitted to be given hereunder shall be sufficiently given if delivered personally, sent by prepaid registered post, transmitted by facsimile telecommunication or sent by electronic mail.

Any notice to or by a party to this Policy that is:

- 1 Delivered personally to the party to whom it is addressed shall be deemed to have been given and received on the day and at the time it is so delivered;
- 2 Transmitted by facsimile telecommunication shall be deemed given and received on the day of its completed transmission as verified by the sending facsimile telecommunication machine;
3. Posted shall be deemed to have been given and received on the second day following the date of its posting, but if made or given to or from an address outside Australia, on the tenth day, whether delivered or not;
4. Sent by electronic mail shall be deemed to have been received at the time it leaves the sender's information system subject to any autoresponder email message notifying the sender that the electronic mail is undelivered or the addressee does not have electronic mail access,

But if the delivery or receipt is on a day which is not a business day or is after 4.00pm (addressee's time) it is deemed to have been received at 9.00am on the next business day

A party may by written notice to the other party change its postal address, electronic mail address or its facsimile telecommunication number.

## Exclusions Applicable to all Coverages Under This Policy

Regardless of the provisions of any underlying policy(ies), this Policy does not cover liability directly or indirectly caused by, arising out of or in any way connected with:

1. Asbestos.
2. Any liability which is the subject of a sub-limit as part of any underlying policy(ies) or any other insurance collectible by the Insured.
3. And regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - 3.1 War and military action which includes without limitation the following:
    - 3.1.1 War, including undeclared or civil war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;
    - 3.1.2 Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;





- 3.1.3 Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- 3.2. Any actual or threatened act of domestic or international Terrorism committed by a person or persons acting:
  - 3.2.1 Alone or on behalf of or in connection with any organisation; or
  - 3.2.2 With the goal of furthering any political, social, religious, ideological or similar objective.
- 3.3 Action taken to prevent or defend against an act of Terrorism.

If an act of Terrorism involves chemical or biological weapons, this Terrorism exclusion will still apply.

If an act of Terrorism involves nuclear reaction, nuclear radiation, or radioactive contamination, this Terrorism exclusion will apply to liabilities that result from such nuclear reaction or radiation or radioactive contamination in place of any more specific exclusion in the underlying policy(ies).

Signed on behalf of Liberty Specialty Markets



For and on behalf of  
Liberty Specialty Markets

31<sup>st</sup> December 2021

Date

**Endorsements attaching to and forming part of Policy Number ME-CAS-21-431383**

Insured: Gymnastics Australia Ltd

Endorsements effective from: 31<sup>st</sup> December 2021**Endorsement 1.****Sexual Molestation Exclusion:**

This Policy does not cover liability directly or indirectly caused by, arising out of or in any way connected with sexual assault, abuse or molestation or any attempt thereat committed or alleged to have been committed by an Insured or any person referred to in Clause 3

**Endorsement 2.****Cyber and Data Exclusion Endorsement with Qualified Writeback for Bodily Injury and Property Damage in Respect of Cyber Incident and Cyber Act:**

This Policy does not cover liability directly or indirectly caused by, arising out of or in any way connected with:

1. 1.1 Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or
- 1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 4.

2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.
4. However, clause 1.1 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:
  - 4.1 Bodily Injury; or
  - 4.2 Damage

resulting from or arising out of a Cyber Incident or a Cyber Act. Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a Cyber Incident or a Cyber Act.

**Definitions**

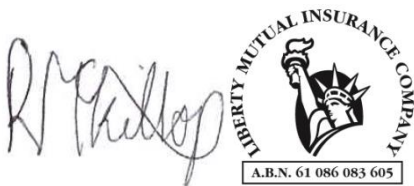
For the purposes of this endorsement:

- 1. "Computer System" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 2. "Cyber Act" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 3. "Cyber Incident" means:
  - 3.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 3.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 4. "Damage" means physical damage to or destruction of tangible property including all resulting loss of use of that property. All such loss of use shall be deemed to happen at the time of the physical damage that caused it. For the avoidance of doubt, tangible property does not include Data.
- 5. "Data" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

"Bodily Injury" means physical injury to the body, sickness, or disease and death. It does not include mental disability, shock, fright, mental anguish, mental disease or mental injury.

Nothing contained in these endorsements shall in any way serve to increase the Limit of Indemnity stated in the Schedule.

Other than as amended above, the terms of this Policy shall continue to apply.



For and on behalf of  
Liberty Specialty Markets

31<sup>st</sup> December 2021

Date