

## Insurance Renewal Schedule

Thank you for insuring with Sportscover. Your current policy expires at 4:00pm on 1/01/2023. To ensure Your continued protection, confirmation that renewal is required must be received in writing by 4:00pm on this date. On receipt of payment the Renewal Schedule will become a Tax Invoice.

### Policy Number - PMEL99/0107197

<b>The Insured</b>	<b>CALISTHENICS VICTORIA INC</b>
<b>Address</b>	6/104 FERNTREE GULLY ROAD EAST OAKLEIGH, VIC 3166 AUSTRALIA
<b>Sport/Business</b>	CALISTHENICS
<b>Teams/Members</b>	6885 MEMBERS
<b>Period of Insurance</b>	From <b>1/01/2023</b> to <b>1/01/2024</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

#### Combined Liability

Wording: Combined\_Liability\_Policy\_Wording\_07.21

Underwritten by Certain Underwriters at Lloyd's under contract number B174010718PC22

#### 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

\$2,000,000 any one claim and in the aggregate

Excess \$NIL

Retroactive date: 1/01/2014

#### Part 3

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

Directors and Officers: \$1,000,000

Offices Bearers \$1,000,000

Trustee Liability: \$1,000,000

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 \$NIL  
Crime/Fidelity \$NIL  
Employment Practices \$10,000  
Retroactive date: 1/01/2014

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

Management Liability Fidelity Cover - Calisthenics Victoria Inc..... \$ 50,000  
Fidelity Cover - Incorporated Affiliated Clubs Only..... \$ 10,000  
Pollution Defense Costs ..... Not Insured

In respect to cover for Fidelity the Insured and all clubs need to meet the following minimum requirements:

1. Two signatures for all payments.
2. Annual external audit on cash and accounts. External audit to have no qualifications.
3. Annual internal audit by management on inventory and stocks.

**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 punitive, exemplary, aggravated and/or multiple damages and any redress schemes) 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 1st of January 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 \$1,000,000 any one claim or 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.
8. for any liability from any government redress program or similar as agreed

**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.

**How to Complete Your Policy**

This insurance schedule shows information about You and the policy we offer. On receipt of Your payment this renewal schedule will become Your current schedule and form the basis of our agreement with You. It should be read along with all other policy documents (Policy version *Combined\_Liability\_Policy\_Wording\_07.21*) for all conditions and limitations of cover.

**If Your Details Have Changed**

This renewal invitation is based on information that You have previously given Us. If the details shown on the schedule are incorrect or have changed (for example a change in membership/participation numbers) You must notify Us or Your insurance intermediary immediately. Please refer to the Important Notices below for more information.

**Broker: HONAN INSURANCE BROKERS**  
**Broker Contact: CHRIS PAPAKOSTAS**