

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 – PMEL99/0110560

The Insured	GYMNASTICS AUSTRALIA LIMITED AND ALL STATE ASSOCIATIONS AND AFFILIATED CLUBS
Address	Level 3, 100 Albert Road South Melbourne 3205 Australia
Sport/Business	Gymnastics
Teams/Members	220007 MEMBERS
Period of Insurance	From 1/11/2023 to 31/12/2024 , 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_04.23

Underwritten by Certain underwriters at Lloyd's & HDI Global Specialty SE-Australia under contract number B1750L230503 & SCA/PL/2023 respectively

Part 1

Public Liability

\$1,000,000 any one occurrence

Products Liability

\$1,000,000 any one occurrence and in the aggregate

Excess \$1,000

Part 2

Professional Indemnity

\$1,000,000 any one claim and in the aggregate

Excess \$1,000

Retroactive date: 31/12/2009

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

It is hereby agreed and declared that the policy is amended as follows:

Definitions

Definition of the Insured Includes:

- Gymnastics Australia Limited and its eight Association (State/Territory) Members.
- Club Members who are affiliated with Gymnastics Australia, through their membership of one of the eight Association (State/Territory) Members, and who have chosen to opt-in to the National Insurance Program.
- Registered Participant Members and Registered Technical Members.
- Prospective Participant Members for up to four weeks after initial contact/participation.
- Guest Participants.
- Non-participating carers, officials and administrators including voluntary workers.

Definition of Insured Person Means:

Within the definition of insured organisations, all

- Paid and unpaid (volunteer) employees and staff;

- Registered participating and non-participating members;
- Officials, including but not limited to committee members, office bearers, medical officers;
- Technical Members (i.e., coaches and judges) and prospective members; and
- Prospective Participant Members for up to four weeks after initial contact/participation.
- Guest Participants.
- Non participating carers, officials and administrators.

Scope of Cover Means:

Principally but not limited to administration, organisation, promotion, product sales, office and facility occupiers, and all activities normally associated with the sport of Gymnastics.

Such activities shall include but are not limited to coaching, practice and training, coaching clinics, holiday and school clinics, "come and try" days, "bring a friend" days, birthday parties (and other similar functions), Parkour, seminars and meetings, hire of facilities, course delivery, teacher education, working bees, and organised fundraising.

Such activities shall also include events, competitions, displays and performances that are sanctioned by Gymnastics Australia or by the Association (State/Territory) Member.

All duties undertaken within the business of the insured must be undertaken with the approval of Gymnastics Australia and or the Association (State/Territory) Member, according to published policies, procedures or position statements, or by formal approval mechanism established by Gymnastics Australia and or the Association (State/Territory) Member.

Trampoline Gymnastics Definition

It is hereby agreed and declared that the following definition is added to the policy:

Trampoline Gymnastics Any activity involving the use of a trampoline for the following 4 disciplines:

- Trampoline: A single competitor performs routines combining ten different skills, judged and scored on the quality of the performance, the degree of difficulty,
- Synchronized Trampoline: Two competitors bounce on separate trampolines, aiming to match their skilled performances to perfection,
- Double-Mini Trampoline: Two skills are performed in sequence, one on the DMT bed and one to dismount
- Tumbling: Tumblers perform two passes demonstrating sequences of forward, backward and sideward skills, rotating from hands to feet and feet to feet.

Exclusions

(c) 1. is amended to include the following:

(d) any other property not specified in clauses (a) to (c) inclusive, which is temporarily in the Insured's physical or legal control subject to the Company's liability not exceeding \$500,000 arising out of an one Occurrence and in the aggregate any one period of Insurance.

In all other respects the Policy remains unaltered.

Deductible/Excesses: \$1,000 any once occurrence (costs inclusive) in respect to all claims EXCEPT; \$25,000 Any One Occurrence (costs inclusive) in respect of Personal Injury arising out of the discipline of Trampoline Gymnastics and/or Personal Injury resulting in paraplegia, quadriplegia and/or tetraplegia

ABUSE EXTENSION:

Limit of Indemnity \$250,000 any one claim and in the aggregate any one period of insurance (claims made basis) Deductibles: \$10,000 any one claim Wording as per the Abuse extension wording Retroactive Date 30/09/2017

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 redress, 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 30/09/2017.

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 \$250,000 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.

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.



23/11/2023

SIGNATURE

DATE

Premium as agreed

Printed by: L.G.