

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 – PMEL99/0072947

The Insured	TENNIS AUSTRALIA LIMITED
Address	C/ Marsh Pty Ltd Melbourne 3000 Australia
Sport/Business	Tennis
Teams/Members	399416 MEMBERS
Period of Insurance	From 30/09/2023 to 30/09/2024 , 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

\$30,000,000 any one occurrence

Products Liability

\$30,000,000 any one occurrence and in the aggregate

Excess:

\$1,000 for Community Club Program

\$10,000 for Corporate Program

Part 2

Professional Indemnity (Community Club Program Only)

\$10,000,000 any one claim and in the aggregate

Excess \$1,000

Retroactive date: 1/10/2006

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 policy is altered as follows

Definitions

Community Club Program

8. **Insured** is deleted and replaced with the following:

Tennis Australia Limited trading as Tennis Australia and its Member Associations, Victorian Tennis Association Inc. trading as Tennis Victoria, Tennis New South Wales Limited trading as Tennis NSW, Tennis ACT Limited trading as Tennis ACT, Royal Queensland Lawn Tennis Association Limited trading as Tennis Queensland, Tennis Tasmania Inc. trading as Tennis Tasmania, Tennis SA Inc. trading as Tennis SA, Tennis NT Inc. trading as Tennis NT, Western Australia Lawn Tennis Association Inc. trading as Tennis West, Tennis Seniors Australia Inc., Tennis Officials Australia Inc., The Australian Tennis Foundation Limited, Regional and District Associations and other bodies affiliated with Member Associations, Tennis Clubs and all registered playing and non-playing members, directors, officers, committee members, administrators and office bearers, contracted tournament directors, talent squads, teachers, instructors, trainers, masseurs, officials, timekeepers, technical officers and officials, first aid personnel, all voluntary workers including co-opted volunteers, prospective members for up to four (4) weeks after initial approach, guest players and visitors and participants in school clinics, National Development Squads, the

National Tennis Academy programs, Hot Shots, Cardio Tennis, Get Your Racquet On, Padel, Pop Tennis, Pickleball, Beach Tennis, Touch Tennis, The Australian Tennis Foundation Limited activities and similar promotional and community programs and further including any office bearer or member of an incorporated or unincorporated social and / or sporting club, welfare organisation or child minding and crèche facilities (provided the carers have the relevant qualifications and up to date Working With Children checks) affiliated with the Insured and / or formed with the consent of the Insured.

18. **The Business** is amended to include the following:

Principally, promoting, developing and playing social and competitive tennis at all levels including but not limited to facilitating, organising and running tournaments and competitions, state squads, talent squads, coaching clinics, away and holiday and school clinics, training for elite and other players, and further including activities of clubs, state and territory associations and affiliates and members thereof, sanctioning and running Hot Shots, Cardio Tennis, Get Your Racquet On, and similar promotional and community programs, marketing and distribution of insurance information for the Tennis Australia National Insurance Program, publication and dissemination of corporate, membership, member protection, management and corporate governance programs, owners, hirers and operators of venues and facilities, maintenance of venues and facilities, tennis activities at privately owned, hired, leased, rented courts or school facilities, organising and participating in conferences, seminars, workshops and fundraising events, arranging court hire, teacher education and in-service courses, Tennis Australia training course participants (non-members), operation of child minding and crèche facilities (provided the carers have the relevant qualifications and up to date Working With Children checks), provision of food and drink (including Licensed Premises), all fundraising events for the club, association or state, activities of voluntary workers, committee members and officials, Paddle Tennis and all other associated and ancillary activities. Padel, Pop Tennis, Pickleball, Beach Tennis and Touch Tennis participants and all other associated and ancillary activities. Includes cover for Tennis Queensland's project management services.

Providing coaching, training and clinics for elite and other players, managing and / or assisting in the management of clubs and/or venues; wholesaling and / or retailing and / or hiring of tennis equipment and other goods, and all other associated and ancillary activities.

Includes coverage for Royal South Yarra Lawn Tennis Club, Geelong Lawn Tennis Club, Kooyong Lawn Tennis Club, Newstead Tennis Club and Club Coops for the following additional activities:

Squash (competition & social)

Squash Coaching (members & non members, all ages)

Swimming pool

Swim training

Spa

Billiards & Snooker

Bridge

AAMI Classic (noting the interests of Colin Stubs Enterprises)

Tournaments & training programs

Members & visitors dining including bar, bistro, terrace, BBQ and dining room (substantial operations)

Functions for members and non members (substantial operations)

Gymnasium (including training and group activities operated by contracted manager)

Crèche

Pro Shop (operated by club pro)

Tennis Club committee activities

Foundation activities

Australian Tennis Museum at Kooyong activities

Social groups including:

Royal Children's Hospital Auxiliary

Wine & Food Society

Social Committee

Young Members

Staff activities including:

Administration including sport

Grounds and property maintenance

Food & Beverage including members and visitors

Includes Coverage for the 2023 Priceline Pharmacy Kooyong Classic

Corporate Program

8. **Insured** is deleted and replaced with the following:

Tennis Australia Limited and/or all subsidiary companies including Australian Tennis Foundation and/or directors and officers and/or participants and volunteers and/or parties for whom the insured undertakes to insure, for their respective rights and interests, and/or it's/their subsidiary and/or related bodies corporate, as defined in the Corporations Act 2001, (including those acquired or incorporated during the Period of Insurance) for their respective rights and interests.

18. **The Business** is amended to include the following:

Sports administrators, event co-ordinators, event owners and consultants and managers, media producers, including production and

broadcasting, property owners and tenants and any other occupation incidental thereto. Principal activities also include the promotion and development of the game of tennis in Australia including the conduct of the Australian Open, other tennis tournaments and youth development programs. In addition to this, the conducting of courses for the development of umpires and coaches, training courses and information sessions for club administrators as well as providing guidance to member associations on various facility development projects on a local and state level (including the management of Tennis activities at the Sydney tennis centre and ACT Lyneham Tennis centre and Millswood Tennis centre (SA) Launceston Tennis centre and Domain Tennis centre (Tasmania) and Marrara Tennis centre (Northern Territory) under the banner of Tennis World), production and ownership of Australian Tennis Magazine. Agreement with Tennis Tasmania to manage the operations of the delivery of Tennis in Tasmania. The conduct/management of National Tennis Academy, Queensland at the State Tennis Centre.

5. Exclusions applicable to Section Two

Exclusions (i) and (l) are hereby deleted.

In all other respects the Policy remains unaltered

Endorsements:

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 1/11/2009.

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 \$10,000,000 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 **\$5,000** (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.



27/09/2023

SIGNATURE

DATE

Printed by: A.B.