

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 – PMEL99/0120992

The Insured	TENNIS AUSTRALIA LIMITED COACHES MEMBERSHIP
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 \$500

Part 2

Professional Indemnity

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

Excess \$500

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

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

Tennis Australia Limited, Tennis Australia Coaches Membership (including Business members, Qualified coaches, Trainees, Volunteers, and Cardio Tennis Trainers)

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

Provision of Foundation, Community, Junior Development, Club Professional, Master Club Professional and Performance coaching, training and clinics for social or competitive tennis or while organising, running or participating in associated competitions, tournaments, practice events, training or other activities connected with the sport of Tennis including state squads, talent squads, coaching clinics, away and holiday and school clinics, whilst at any tennis courts or staying away from the insured person's usual residence including but not limited to a tour, camp or event, tennis activities at privately owned, hired, leased, rented courts or school facilities, or involved in any voluntary labour, fund raising, club / association business, including administrative activities, meetings, presentation nights and/or any other organised functions, managing and / or assisting in the management of clubs and / or venues including court hire, wholesaling and / or retailing and / or hiring of tennis equipment and other goods, provision of food and drink (including Licensed Premises) and all other associated and ancillary activities,

organising and running National Development Squads, the National Tennis Academy programs, Hot Shots, Cardio Tennis, Get Your Racquet On, Padel, Pop Tennis, Pickleball, Beach Tennis, Touch Tennis and The Australian Tennis Foundation Limited activities conducted for the relief of poverty, misfortune or helplessness in children and young people aged between 5 and 24 years, and similar promotional and community programs, an incorporated or unincorporated social and / or sporting club, welfare organisation or child care crèche facilities (provided the carers have the relevant qualifications and up to date Working With Children checks), including any travel to and / or from and / or between the locations of the activities and / or events.

Under Insuring Clauses for Part 2 Professional Indemnity Clause 2.1 (a) is amended to read:

(a) Made against You during the Period of Insurance specified in the Policy Schedule or three months prior to the commencement of such Period of Insurance and

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.