



Not-for-ProfitEdge New Business Insurance Schedule

Thank you for choosing to insure with the AIG Not-for-ProfitEdge - Management Liability Insurance product. This schedule and the enclosed policy wording provide details of your cover.

Please review the information attached to ensure that all details are correct. If any information is incorrect or you wish to make any other change to your cover, please contact your intermediary.

Our agreement to provide cover is based on the information provided by you. If there is any further information that you need to tell us about, please advise your intermediary immediately, in accordance with your Duty of Disclosure.

Once payment is received, this schedule will become your current schedule and tax invoice. Please keep your current schedule and policy wording in a safe place.

Your Intermediary	JLT ProEx - VIC
Product	Not-for-ProfitEdge - Management Liability
Policy Wording Reference	AIGM PrivateEDGE 0222
Policy Number	9650400PVE
Policy Period	30/06/2024 to 4PM 30/06/2025
Continuity Date	30/06/2024
Policyholder Name	Cricket Clubs and Affiliated Associations
Entity Type	Not-for-Profit Organisation
Is this an Australian domiciled entity? (meaning the Policyholder is a company incorporated in Australia)	Yes
ABN Number	
Registered for GST	No
Occupation	Cricket Club Operation
Business Activity	Cricket Club Operation
Consolidated Annual Turnover	\$1,000,000
Stamp Duty Exemption	No
Number of Employees	ACT 21; NSW 174; NT 25; QLD 95; SA 40; TAS 159; VIC 1,124; WA 422; OFF 0;



Coverage and Premium Details

Policy Section	Section Insured	Base Premium	GST	Stamp Duty	Total Premium
1 - Management Liability	Yes	\$10,199.94	\$1,019.98	\$1,098.09	\$12,318.01
2 - Corporate Liability	Yes	\$29,999.92	\$2,999.98	\$3,229.65	\$36,229.55
3 - Employment Practices Liability	Yes	\$12,999.99	\$1,300.00	\$1,399.52	\$15,699.51
4 - Crime Protection	Yes	\$15,000.01	\$1,500.01	\$1,614.83	\$18,114.85
5 - Superannuation Trustees Liability	No				
6 - Statutory Liability	No				
Total Premium		\$68,199.86	\$6,819.97	\$7,342.09	\$82,361.92

Tax Invoice:

When Payment is made, this policy schedule can be used as a tax invoice for Australian GST purposes.

POLICY COVERS

Aggregate Limit of Liability \$5,000,000

SECTION 1: Management Liability

Retention \$5,000

SECTION 2: Corporate Liability

Retention \$15,000

SECTION 3: Employment Practices Liability

Retention \$15,000

SECTION 4: Crime Protection

Sub-Limit \$500,000

Retention \$15,000

Endorsements:

Amended Policyholder Name - Cricket Clubs



Endorsement Text

In consideration of the payment of the premium, the policy is amended as follows:

Effective from the inception of this policy, the "Policyholder Name" specified in the Schedule is deleted and replaced with the following:

All Incorporated Cricket Clubs and Affiliated Associations of each State and Territory, (but excluding Cricket Australia, its Collective State Member Associations and the elite National and State Representative Teams) Umpire Associations, League Tribunals and League Tribunal Members.

No aggregation provisions of any kind apply for the purposes of any retention. All other terms, conditions, and exclusions remain unchanged.

Professional Players/Coaches Exclusion

This policy shall not cover **Loss** or make payment in connection with any **Claim** arising out of, based upon or attributable to any actual or alleged salary cap breaches or any employment contract disputes between players or coaches of the **Company**.

All other terms and conditions remain unaltered.

Disciplinary Actions in Sport Exclusion

In consideration of the payment of the premium, the policy is amended as follows:

Exclusions: The following Exclusion is added to the policy under the General Terms & Conditions Section:

Disciplinary Actions in Sport

The **Insurer** shall not be liable for any **Loss, Membership Liability** or **Statutory Liability** or make any payment in connection with any **Claim** arising out of, based upon, attributable to or in connection with any disciplinary action, process, procedures or measures either threatened or enacted upon a **Player** or **Member** of any **Association** or **Company**. This exclusion shall not apply to general membership rights or the termination or suspension of membership which is not related to **Sport**.

Definitions: The following Definitions are added to the policy under the General Terms & Conditions Section:

Player

any natural person who takes part, participates or competes in any **Sport**.

Sport

any singular or series of activities, games, contests or competitions including training which involve physical activity for which the **Association** or **Company** provides any supervisory, governing, disciplinary, administrative or membership function.

All other terms, conditions and exclusions remain unchanged.

Professional Services Exclusion

The Insurer shall not be liable for Loss under Policy Section 1 - Management Liability in connection with any Claim made for rendering or failure to render any service or advice to a customer or client of the Insured.



Sexual Molestation or Abuse Exclusion

The Insurer shall not be liable to make payment for Loss in Connection with any Claim made against an Insured arising out of actual or alleged sexual molestation or abuse, including any alleged direct sexual activity and any allegation relating thereto that an Insured negligently employed, investigated, supervised or retained a person, or based on an alleged practice, custom or policy and including without limitation, any allegation that the violation of a civil right caused or contributed to such a Claim.

All other terms and conditions remain unchanged

Absolute Bodily Injury Property Damage Exclusion

This endorsement (and any Endorsement issued in substitution and/or any Endorsements hereto) attaches to and forms part of the Policy and any word or expression to which a specific meaning has been attached shall have the same meaning wherever it appears.

In consideration of the payment of the premium, the policy is amended as follows:

Exclusion: The Bodily Injury & Property Damage Exclusions are deleted from Policy Sections 1 - Management Liability, 2 - Corporate Liability, 3 - Employment Practices Liability and 5 - Superannuation Trustees Liability and are replaced with the following:

arising out of, based upon or attributable to **Bodily Injury and/or Property Damage**. This exclusion shall not apply to:

- (i) Policy Section 1 - Management Liability Extension 4 Occupational Health & Safety; or
- (ii) Policy Section 1 - Management Liability Extension 2 Insured Person Statutory Liability; or
- (iii) Policy Section 2 - Corporate Liability Extension 2 Occupational Health & Safety; or
- (iv) General Terms and Conditions Extension 2 Regulatory Crisis Response; or
- (v) any **Claim** for emotional distress with respect to **Employment Practices Liability, Third Party Liability, Superannuation Trustees Liability** or defamation.

All other terms, conditions and exclusions remain unchanged

Insolvency Exclusion 2020



This endorsement (and any endorsement issued in substitution and/or any endorsements hereto) attaches to and forms part of the Policy and any word or expression to which a specific meaning has been attached shall have the same meaning wherever it appears.

In consideration of payment of the premium charged the policy is amended as follows:

Exclusion: The following Exclusion is added to the "General Terms and Conditions", "Exclusions" Section of the Policy:

Insolvency Exclusion 2020

Notwithstanding anything to the contrary in the Policy (including but not limited to any discovery or run-off provisions), the **Insurer** shall not be liable under any Policy Section to make any payment for **Loss** or **Direct Financial Loss** in connection with any **Claim, Investigation** or other matter made or commenced against any **Insured**:

(A) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly:

(i) any act, error or omission by any **Insured**, or other matter that is the subject of an **Investigation**, which is alleged to have led to or caused, directly or indirectly, wholly or in part, an **Insured Entity** being unable to pay any or all of its debts as and when they fall due; or

(ii) an **Insured Entity** having sustained a financial loss due, directly or indirectly, wholly or in part, to any act, error or omission by any **Insured**, or other matter that is the subject of an **Investigation**, but only if such **Claim, Investigation** or other matter is made or commences after:

(a) the **Insured Entity** has had an administrator, controller, receiver, receiver and manager, liquidator or any other external insolvency officeholder appointed to it; or

(b) the time at which the **Insured Entity** is determined to have become insolvent (whichever is earlier); or

B) that is brought by or on the behalf of any:

i. liquidator, administrator or receiver of any **Insured Entity**; or

ii. creditor or debt holder of any **Insured Entity** alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly, an **Insured Entity** being unable to pay any or all of its debts as and when they fall due.

All other terms, conditions and exclusions remain unchanged.

Discovery Extension Deleted

General Terms and Conditions Extension 3 'Discovery Period' is deleted from the policy.

Marsh Extended Continuity of Cover Endorsement

This endorsement (and any Endorsement issued in substitution and/or any Endorsements hereto) attaches to and forms part of the Policy and any word or expression to which a specific meaning has been attached shall have the same meaning wherever it appears.

In consideration of the payment of the premium, the policy is amended as follows:

The definition of **Continuity Date** is deleted and replaced with:

Continuity date: the date 24 months prior to the date specified as such in the **Schedule**.

All other terms, conditions and exclusions remain unchanged



Marsh Difference in Conditions Endorsement

This endorsement (and any Endorsement issued in substitution and/or any Endorsements hereto) attaches to and forms part of the Policy and any word or expression to which a specific meaning has been attached shall have the same meaning wherever it appears.

In consideration of the payment of the premium, the policy is amended as follows:

The following Provision is added to the "Extensions" Section of the "General Terms and Conditions" Section of the Policy:

If the **Insurer** is not liable for payment under this policy, but cover for the matter would have been available to any **Insured** based upon the terms, conditions, exclusions and limitations of the **Previous Policy**, as if it were still in force, then this policy shall provide cover in accordance with the same terms, conditions, exclusions and limitations of the **Previous Policy** as if it was in existence on the inception date of this policy.

This Extension shall not apply to the extent that (i) an endorsement to this Policy excludes, directly or indirectly, the matter; or (ii) where the matter would have been covered under a cover, extension or section of the **Previous Policy** and no corresponding or similar cover, extension or section has been included in this Policy.

The **Insured** shall be liable for the **Retention** applicable for the most similar Section under this policy and the Insurer shall not be liable for more than the **Limit of Liability** for the most similar Section applicable under this policy.

If the **Previous Policy** remains in force after the inception date of this policy, then the insurance provided by this policy applies excess over the **Previous Policy** until the expiration of the Previous Policy, after which this policy shall drop down and continue in force as primary insurance. In addition, if the **Previous Policy** remains in force after the inception of this policy and cover would be available under this policy but not under the **Previous Policy**, then this policy shall drop down and provide cover in accordance with the terms and conditions of this policy. In all other circumstances this policy shall operate as primary insurance.

This extension shall expire 12 months after the **Policyholder** purchases any PrivateEdge policy from the Insurer and shall not be available under any subsequent Policy.

Previous Policy means any management liability insurance policy held by the **Policyholder** immediately prior to this Policy.

All other terms, conditions and exclusions remain unchanged.

UCT PrivateEDGE Endorsement 2023

This endorsement (and any Endorsement issued in substitution and/or any Endorsements hereto) attaches to and forms part of the Policy and any word or expression to which a specific meaning has been attached shall have the same meaning wherever it appears.

In consideration of the payment of the premium, the policy is amended as follows:

1. Condition 5 ('Other Insurance and Indemnification') in the General Provisions Section of the policy is deleted in its entirety and replaced with the following:



5. *Outside Entity Indemnification*

The insurance provided by this policy applies excess over any indemnification provided by an **Outside Entity**.

2. The following sentence is added to the end of 'Claims' Condition 1 ('Notification of Claims and Circumstances, and Direct Financial Loss') in the General Terms and Conditions of the policy:

At the time of notifying a claim under this policy, the **Insured** shall notify us in writing of any other insurance policies that it is also able to claim against unless it is prohibited at law or by contract from doing so.

3. Exclusion 10 ('Specified Accidental Death') in the 'Exclusions' section of Policy Section 2 - Corporate Liability is deleted in its entirety and replaced with the following:

10. Specified Accidental Death

the **Insurer** shall not be liable for the **Accidental Death** of an **Insured Executive** arising out of, based upon or attributable to the **Insured Executive**:

- (i) engaging in any aerial activity, except as a passenger (and not as a pilot or crewmember) in any aircraft licensed to carry passengers;
- (ii) committing a criminal or illegal act;
- (iii) undergoing any medical procedure or process;
- (iv) having acquired any disease, sickness, infection or virus;
- (v) training for or participating as a professional in any sport;
- (vi) racing in or on any motor powered device;
- (vii) being in control of any motor powered device whilst having a blood alcohol level over the prescribed legal limit or being under the influence of any other drug, unless it was prescribed by a legally qualified medical practitioner;
- (viii) being exposed to radioactive materials in any form whatsoever whether occurring naturally or otherwise; or
- (ix) being in any way involved, directly or indirectly, in war or any consequence of war (whether declared or not), invasion, civil war or act of terrorism.

4. The definition of **Accidental Death** in the 'Definitions' Section of Policy Section 2 - Corporate Liability is deleted in its entirety and replaced with:

1. Accidental Death

death resulting from:

- (i) an accident caused by sudden, violent, external and visible means and occurring solely and directly and independently of any other cause, including but not limited to any pre-existing physical or congenital condition; or
- (ii) exposure to the elements.

Accidental Death does not include death as a result of suicide.

All other terms, conditions and exclusions remain unchanged.

Tax Audit and Review Endorsement \$250k \$5k

1. Extensions: The following Extension is added to the policy:

10. Tax Audit and Review

The Insurer shall pay, up to an aggregate amount of \$250,000, **Tax Audit and Review Costs** incurred by the **Company** in response to a **Tax Audit and Review Notice** received by the **Company** and notified to the **Insurer** during the **Policy Period**.

Tax Audit and Review Costs shall be subject to a \$5,000 **Retention** for each and every **Tax Audit and Review Notice**.

2. Definitions: The following Definitions are added to the policy:

Tax Audit and Review Costs means the reasonable costs and expenses of a qualified accountant or registered tax agent incurred by or on behalf of the **Company** with the **Insurer's** prior written consent.

Tax Audit and Review Notice means the written notification from a **Tax Authority** of their intention to conduct a specific review, audit or investigation of the taxation liabilities of the **Company**.

Tax Authority means the Australian Taxation Office or any state or territory government tax collection authority.

3. Exclusions: With respect to Extension 10, 'Tax Audit and Review', the **Insurer** shall not be liable for **Tax Audit and Review Costs** :

- (i) incurred in connection with any review, audit or investigation directly or indirectly related to customs or superannuation legislation;
- (ii) incurred in connection with any review, audit or investigation directly or indirectly related to the committing of any deliberately dishonest or deliberately fraudulent act, error, misrepresentation or omission;
- (iii) where such **Tax Audit and Review Costs** are incurred after the completion of the tax review, audit or investigation;
- (iv) in connection with any refusal or failure to comply with any request made by or on behalf of a **Tax Authority** for the provision of documents or information from the **Company**;
- (v) in connection with any tax review, audit or investigation directly or indirectly related to income derived outside of Australia and New Zealand;
- (vi) in connection with the collection or collation of any documents; or
- (vii) in connection with the taxation compliance or liabilities of an entity other than the **Company**.

Dual Control Exclusion

The **Insurer** shall not be liable under Policy Section 4 - Crime Protection for **Direct Financial Loss** arising out of:

- (i) the **Insured** failing to ensure that at least two (2) officers sign any cheques, **Negotiable Instruments** or funds transfer instructions;
- (ii) the **Insured** failing to ensure that at least two (2) **Employees** authorise any refund of money or return of goods;
- (iii) the **Company's** bank accounts being reconciled by any person who has authority to operate those bank accounts.

Voluntary Exchange or Purchase Amendment



In consideration of the payment of the premium, the policy is amended as follows:

Section 4 - Crime Protection: Exclusion 9, Voluntary Exchange or Purchase is deleted from the policy and replaced with:

9. Voluntary Exchange or Purchase

Direct Financial Loss arising out of the voluntary giving or surrendering (whether or not such giving and surrendering is induced by deception) of Money, Negotiable Instruments or other property. This exclusion shall not apply if the Insured Entity has written verification procedures which include, but are not limited to, a requirement that the identity of any party is independently verified (including by callback to a specified telephone number, email address or passwords) and that these procedures have been complied with. All other terms, conditions and exclusions remain unchanged.

Underwriting Questions

When was the business established?	1900
Is the company currently under or anticipate being under external administration in the next 12 months?	No
Note this includes:	
a. the appointment or likely appointment to any Company of any insolvency practitioner, including but not limited to any receiver, manager, creditor, liquidator or administrator; or	
b. where any Company has entered, or is likely to enter, a Deed of Company Arrangement.	
Amount of revenue derived from Australia and/or New Zealand?	100%
Does the business have operations or activities in the USA or Canada for which cover is required?	No
Number of locations	1632

Tax Audit and Review

Does the entity require cover for Tax Audit? (Note: This cover will attract an extra premium.)	Yes
Do you expect to be the subject of a Tax Audit or Review by a government department over the next 12 months?	No

Claims Questions

In the last 5 years have there been any claims made against the company or its directors or employees which may have been covered under this policy if it were in force? No

In the last 5 years has the company suffered any direct financial loss exceeding \$5,000 as a result of fraud or dishonesty committed by a staff member? No

Has any director or officer of the company ever had proceedings (civil or criminal) instigated against them alleging misconduct or breaches of the law in their capacity as a director or officer of a company? No

Are any of the directors or employees aware of: No

- a. Any facts which might give rise to a claim being made against the company or its directors or employees which may be covered under this policy if it commences?
- b. Any facts which would cause a reasonable person to think that the company might suffer a direct financial loss as a result of fraud or dishonesty committed by a staff member?

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

Subject to the Non-Avoidance provision in this policy:

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Subject to all of the terms, conditions and exclusions of this policy. This policy is underwritten by AIG Australia Limited (AIG), ABN 93 004 727 753, AFSL 381686.