

### **BROADFORM LIABILITY POLICY**

# **SCHEDULE**

**Policy Number:** 205094403205

The Insured: ACT Football Federation (Capital Football), Football Federation Tasmania Ltd, Football

Federation SA Inc, Football NSW Limited, Football West Limited, Football Futures Foundation Limited, Football Victoria Limited, Football Queensland Ltd, Football

Northern Territory Inc, Northern NSW Football Limited

including all affiliated associations and their member clubs, all players and/or non playing

officials including team managers, referee branches, referees, trainers, coaches, masseurs, committee members, directors, office bearers, administrators, employees,

executive officers, selectors, other match day officials, ball persons, match commissioner, medical persons, physiotherapists, ambulance officers, co-opted voluntary workers and officials of the participating Member Federations listed as The

Insured's

Country Leagues Football Association (CLFA) but only in respect to their involvement in

the Victorian Country Championships.

Work Experience Students, Commentators and board sub-committees (i.e. Audit & Risk

Committee and Legal & Regulatory Committee), Advisory Committees, Standing

Committees, Disciplinary Tribunals and Competition Review

Period of Insurance: 31 October 2024 to 4:00pm 31 October 2025 to 4:00pm

**The Business:** The participation, administration, governance, organisation, promotion, development

and/or coaching of Football (Soccer), Football Facility and Accommodation Managers,

Sam Kerr Football Centre, Property Owners, Occupiers and any other activities

incidental thereto

# **Retroactive Date:**

Limits of

Liability: Public Liability \$30,000,000 any one Occurrence

Products Liability \$30,000,000 any one period of insurance

**Sublimits:** Property in Physical \$250,000 any one Occurrence

or Legal Control

Advertising Injury \$30,000,000 any one Occurrence

Professional Liability \$5,000,000 any one Claim and limited to \$10,000,000 in the

aggregates

Molestation \$5,000,000 any one claim and limited to \$5,000,000 in the

aggregates

Excess: Personal Injury \$ each and every Occurrence inclusive of

Supplementary Payments

Advertising injury \$1,000 each and every Occurrence inclusive of

Supplementary Payments

Property Damage \$ 1,000 each and every Occurrence inclusive of Supplementary Payments

Professional Liability \$ 1,000 each and every Claim inclusive of Supplementary Payments

Molestation \$ 5,000 each and every Claim inclusive of Supplementary Payments

Geographic Limits:

Worldwide excluding North America

Wording: SLE Broadform SPM-BF21 Jan24

Broker: GOW GATES IB - Sydney Level 8, 491 Kent St

Sydney NSW 2000

**Insurer:** Underwritten for certain underwriters at Lloyd's of London & Chubb Insurance Australia

Limited by their agent SLE Worldwide Australia Pty Ltd. under binding authorities

B128416380W24 & 001-2024 respectively.

\$ 20,000,000x \$5,000,000 Underwritten for certain underwriters at Lloyd's of London & Chubb Insurance Australia Limited by their agent SLE Worldwide Australia Pty Ltd. under

binding authorities B128416380W24 & 001-2024 respectively.

\$5,000,000x \$25,000,000 is 100% underwritten for Chubb Insurance Australia Limited

by their agent SLE Worldwide Australia Pty Limited.

**Certificate:** This is to certify that in accordance with the authorisation granted under Contract No B128416380W24 to the undersigned by certain Underwriters at Lloyd's, whose names

and the proportion underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's policy

Signing Office, and in accordance with the authorisation granted

Underwritten for certain underwriters at Lloyd's of London & Chubb Insurance Australia Limited. by their agent SLE Worldwide Australia Pty Ltd. under binding authorities B128416380W24 & 001-2024 respectively. (hereinafter referred to as "the Insurers)", and in consideration of the premium specified herein, the said Insurers are hereby bound, each for his own part and not for another, their Executors and Administrators and

in respect of its due proportion only, to insure in accordance with the terms and conditions contained in the policy to which this Certificate is attached.

Stamped & Dated:

08 November 2024



for and on behalf of SLE Worldwide Australia Pty Limited ABN 15 066 698 575 AFSL 237268 PO Box H308 Australia Square NSW 1215 Phone: +61 2 9249 4850

# **SEVERAL LIABILITY CLAUSE:**

# PLEASE NOTE - This notice contains important information.

#### PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

07/03/08

LMA5096 (Combined Certificate)

# **CANCELLATION CONDITION:**

The Named Insured may cancel this Policy by giving notice in writing to SLE. The Companies may cancel this Policy in any of the circumstances set out in the Insurance Contracts Act, 1984. After cancellation as aforesaid, the premium for the period prior to cancellation shall be adjusted on a pro rata basis plus 10% of the annual premium. When the premium is subject to adjustment, cancellation will not affect the Insured's obligation to supply such information as the Companies may require for the adjustment of the premium. Cancellation will not affect the Insured's obligations to pay the amount of adjustment applicable up to the date of cancellation.

# ENDORSEMENTS ATTACHING TO AND FORMING PART OF POLICY NO: 205094403205

# SEVERAL LIABILITY CLAUSE

PLEASE NOTE - This notice contains important information.

PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability

underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

07/03/08

LMA5096 (Combined Certificate)

#### **Molestation Defence Costs**

**ENDORSEMENT** 

This Policy does not cover any liability (whether direct, vicarious, or otherwise) in respect of Personal Injury arising from (either directly or indirectly), attributable to, caused by or in any way connected with the actual or alleged sexual molestation of any person.

However, this exclusion does not apply to Supplementary Payments (i) and (ii) inclusive in respect of any actual or alleged sexual molestation, provided that the Insurer's total aggregate liability shall not exceed \$5,000,000 for any one Claim and in the aggregate during any one Period of Insurance, notwithstanding the number of Claims made.

The Insurer's liability to pay Supplementary Payments (i) and (ii) under this Endorsement will only arise if:

- 1. A Claim (as defined within this Endorsement) is made against the Insured during the Period of Insurance; and
- 2. Such Claim is notified by the Insured to the Insurer in writing during the Period of Insurance.

The time of the relevant act(s) of sexual molestation which gives rise to a Claim(s) or a possible Claim(s), is not of relevance provided that the first such alleged act occurs after the Retroactive Date in the Policy Schedule.

#### **EXCESS**

An Excess of \$5,000 for each and every Claim shall be the amount first payable by the Insured and shall be borne by and at the Insured's own risk. The Insurer's liability to pay Supplementary Payments (i) and (ii) under this Endorsement shall only be in excess of this amount.

## **EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT**

This Endorsement does not cover liability:

- (i) arising out of sexual molestation which occurred or allegedly occurred prior to the Retroactive Date;
- (ii) arising out of any facts or circumstances of which the Insured was aware of prior to the commencement of the Period of Insurance or which a reasonable person in the Insured's position would have considered may give rise to a

Claim;

- (iii) assumed under contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- (iv) which is not in relation to the Business;
- (v) arising in North America or in respect of any Claims which would be subject to the jurisdiction of the Courts of North America;
- (vi) of any individual who is alleged to be the perpetrator of any actual or alleged sexual molestation.

# **DEFINITIONS APPLICABLE TO THIS ENDORSEMENT**

For the purpose of this Endorsement:

- 1. "Claim" or "Claims" means:
- (i) any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third or similar party notice issue against or serviced upon the Insured; or
- (ii) the receipt by the Insured of any written or verbal notice of demand for Compensation made by a third party against them, notwithstanding the number of Occurrences or incidents alleged to have taken place.
- 2. "Insured" means the Insured as defined under Policy definitions 15 (i), (ii) & (iii) only.
- All other capitalised expressions in this Endorsement have the meaning given to them in the Policy.

The retroactive date in respect of the endorsement is:-

ACT Football Federation (Capital Football) 31st December 2011

Football Federation Tasmania Ltd 31st December 2011

Football Federation SA Inc 1st April 2011

Football West Limited 16th March 2011

Football Federation Victoria (FFV) Inc 31st December 2011

Football Queensland Ltd 31st December 2011

Football Federation Northern Territory Inc 31st December 2011

Football NSW Limited 31st December 2017

Northern NSW Football Limited 31st December 2017

Effective 11/1/22 in respect to Victoria limits changed to

\$5,000,000 any one Claim and limited to \$10,000,000 in the Aggregate

The retro date for the \$3m xs \$2m is 11/1/22

Effective 31/10/24 in respect to NNSW, NSW, ACT, QLD, NT, SA,TAS & WA limits changed to

\$5,000,000 any one Claim and limited to \$5,000,000 in the Aggregate

The retro date for the \$3m xs \$2m is 31/10/24

# **BREACH OF PROFESSIONAL DUTY EXTENSION (SLE)**

NOTICE TO THE INSURED The terms and conditions of this Endorsement provide that: 1. A Claim (as defined within this Endorsement) must be made against the Insured during the Period of Insurance for this Policy to apply; and 2. The Insured must immediately notify the Insurer in writing of such Claim(s). Such notification must be given to the Insurer during the Period of Insurance for this Policy to apply. If any circumstances or facts come to the attention of the Insured during the Period of Insurance which are likely to give rise to a Claim(s) being made against them or which the Insured should reasonably expect to give rise to a Claim(s) being made against them, the terms and conditions of this Endorsement provide an option as to whether or not to notify the Insurer. However, failure to notify may affect Policy indemnity, ie. All or part of any subsequent Claim(s) may not be covered. Assuming the option to notify the Insurer is

chosen such notification must be given in writing during the Period of Insurance for this Policy to apply. The time of the happening of the negligent act, error or omission which gives rise to a Claim(s) or a possible Claim(s), is not of relevance provided they occur after the Retroactive Date specified in the Schedule. Upon expiry of the Period of Insurance, no further Claim(s) can be made under this Policy and therefore the maintenance of insurance provided by this Endorsement is essential. COVER APPLICABLE TO THIS ENDORSEMENT The Insurer, to the extent and in the manner hereinafter provided, hereby agrees to pay to or on behalf of the Insured up to the Limit of Liability as stated in the Schedule as applying to this Endorsement against all sums which the Insured shall become legally liable to pay as Compensation for Personal Injury and/or Property Damage as a result of a Claim or Claims first made against the Insured and reported to the Insurer during the Period of Insurance arising out of an act, error or omission committed or alleged to have been committed by or on behalf of the Insured in breach of the Insureds Professional Duty in connection with the Business. LIMIT OF LIABILITY AND EXCESS APPLICABLE TO THIS ENDORSEMENT The Insurer hereby agrees to pay all costs in the defence of a Claim for which indemnity is available under this Endorsement provided that the total aggregate liability (including Supplementary Payments) shall not exceed the Limit of Liability specified in the Schedule as applying to this Endorsement notwithstanding the number of Claims made. The Excess shown in the Schedule as applying to this Endorsement shall be the amount first payable by the Insured in respect of any one Claim and shall be borne by and at the Insured's own risk. The Insurer's liability shall only be in excess of this amount. EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT This Endorsement does not cover liability: 1. Which is already excluded under the Policy. 2. Which is more specifically insured against in any other section of this Policy. 3. Arising out of acts, errors or omissions which occurred or allegedly occurred prior to the Retroactive Date specified in the Schedule. 4. Arising out of any facts or circumstances of which the Insured was aware of prior to the commencement of the Period of Insurance or which a reasonable person in the Insured's position would have considered may give rise to a Claim. 5. Assumed under contract or agreement unless such liability would have attached in the absence of such contract or agreement. 6. Arising from an Occurrence which is inevitable having regard to the circumstances and nature of the work undertaken. 7. Arising from or in connection with advice, consultancy, specification, supervision or other Professional Duty given or undertaken by the Insured not in relation to the Business 8. Arising out of conspiracy, conversion, deceit, inducement, breach of contract, injurious falsehood or fraudulent, criminal or malicious act or omission of the Insured. 9. Arising in North America or in respect of any Claims which would be subject to the jurisdiction of the Courts of North America, 10, Incurred by or caused by a Director or Officer of the Insured whilst acting within the scope of their duties in such capacity. DEFINITIONS APPLICABLE TO THIS ENDORSEMENT Claim or Claims means (i) Any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third or similar party notice issue against or serviced upon the Insured or (ii) The receipt by the Insured of any written or verbal notice of demand for compensation made by a third party against them. Professional Duty means the duty owed in a professional capacity by all Insured's listed in the schedule but only whilst acting in that specific professional capacity at the time for and behalf of the Insured entities. CONDITIONS APPLICABLE TO THIS ENDORSEMENT 1. The Insured shall, as a condition precedent to their right to be indemnified under this Endorsement give to the Insurer as soon as practicable notice in writing during the Period of Insurance: (i) of any Claim(s) made against the Insured. (ii) of the receipt of notice from any person of an intention to make a Claim against the Insured. 2. The Insured shall give to the Insurer, as soon as practicable, notice in writing during the Period of Insurance of any circumstance of which they become aware during the Period of Insurance, likely to give rise to a Claim against them. If, during the Period of Insurance, the Insured becomes aware of any circumstances which might subsequently give rise to a Claim under this Endorsement and elect, during the Period of Insurance, to give written notice to the Insurer of such circumstances, then any such Claim which might subsequently arise out of such circumstances will be deemed to have been made during the Period of Insurance.

The retroactive date in respect to this endorsement is:-

ACT Football Federation (Capital Football) 9th September 2005
Football Federation Tasmania Ltd 31st October 2011
Football Federation SA Inc 1st April 2008
Football West Limited 16th December 2004
Football Federation Victoria (FFV) Inc 1st January 2003
Football Queensland Ltd 4th February 2004
Football Federation Northern Territory Inc 31st December 2011
Football NSW Limited 31st December 2003
Northern NSW Football Limited 31st December 2003

### SERVICE PROVIDERS VICARIOUS ENDORSEMENT

This Policy does not cover liability in respect of Personal Injury or Property Damage arising out of or caused by or in connection with the Insured's service providers. A service provider means anyone engaged by the Insured to provide goods or perform a service. Service providers include but are not limited to security services, amusement operators, pyrotechnicians, entertainers, food vendors, stall holders, sound & lighting companies & Contracted Labour but does not include volunteers or the Insured's employees. However, this exclusion shall not apply to the Insured's vicarious liability arising from an act, error or omission of service providers that have provided the Insured with proof of liability insurance. This exclusion does not apply to contracted coaches or contracted managers whilst engaged by the Insured however no cover is provided to contracted coaches or contracted managers whilst deriving an income from any other sources.

#### **CONSTRUCTION LIMITATION**

This Policy does not cover Personal Injury or Property Damage arising out of or in any way connected with the construction, erection, alteration, demolition of and/or addition to buildings by or on behalf of the Insured. However, this exclusion shall not apply to the construction, erection, alteration, demolition of and/or addition to buildings by or on behalf of the Insured where the total value of such works does not exceed \$500,000

# SPECIFIED ACTIVITIES EXCLUSION

This Policy does not cover liability in respect of Personal Injury, Property Damage or Advertising Liability arising out of or caused by or in connection with the following activities undertaken by or on behalf of the Insured; Erection of temporary structures by the Insured. However this exclusion shall not apply to the Insured's vicarious liability where the Insured has engaged a third party to erect and dismantle temporary structures. It is further agreed this third must provide proof of liability insurance.

Temporary Structures means any constructed or erected structure for the purpose of a viewing platform or filming of soccer. Temporary structures does not include any fixed structure.

#### **ENDORSEMENTS**

It is hereby declared and agreed Supplementary Payments is endorsed to include the following:-

"vi indemnify the Insured for all legal costs and charges and such other reasonable expenses incurred with the Insurer's written consent including actual costs of salaries or wages for attendance of the Insured at hearings, trials or coronial enquires whether civil, criminal or appellate, and such costs, charges and expenses shall be payable in addition to the limit of liability

It is hereby declared and agreed the definition of Insured is amended to include Work Experience Students, Commentators and board sub-committees (i.e. Audit & Risk Committee and Legal & Regulatory Committee), Advisory Committees, Standing Committees, Disciplinary Tribunals and Competition Review Committees.

It is hereby declared and agreed exclusions 23 Smoking and exclusion 27 Welding and allied processes are deleted in full

It is hereby declared and agreed the words "Inevitable Event" are deleted from the "Breach of Professional Duty Extension (SLE) endorsement

Endorsement 14 is deleted in full

The following exclusion is added to the policy.

Virus, Disease and Pandemic Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that the Policy does not insure any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly occasioned by, arising from, caused by, happening through, or in consequence of, or otherwise attributable to any one or more of the following:

- 1. Coronaviruses
- 2. Coronavirus disease (COVID-19);
- 3. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- 4. Any mutation of or variation of or evolution of 1), 2) or 3) above;
- 5. Identification, clean up, detoxification, removal, monitoring or testing for 1), 2), 3) or 4) above;
- 6. Any infectious or contagious disease that is declared, categorized, or otherwise referred to as a pandemic by either (i)

the World Health Organization, or (ii) any governmental public health agency of a country directly affected by the disease, regardless of when the declaration occurred;

7. Any fear, threat or act in anticipation, whether rational or unfounded, of 1), 2), 3), 4), 5) or 6) above. Except as otherwise provided in this Exclusion, all terms, provisions and conditions of the Policy shall have full force and effect.

# **PARTICIPANTS**

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

"Participant"

- (a) Any registered participant of the Insured or social member of the club or volunteer (but not any employee of the Insured) but only whilst acting in connection with the club activities and whilst conforming to club rules and by-laws. Where the person claiming indemnity under this sub-clause is entitled to indemnity under any other policy of insurance, the indemnity granted herein will only apply in respect of any amount in excess of that provided by such other policy.
- (b) Players, coaches, managers, referees, team workers, officials and other personnel who have been granted proper authorisation to enter any restricted area(s) and are engaged in and appropriately registered for the purpose of participating in the sport named in the Schedule.

## PARTICIPANT LIABILITY

The Insured is indemnified in respect of a claim for personal injury or property damage brought by or in respect of a participant competing and/or practising in a covered activity. This insurance does not apply to claims or accidents brought by one participant against another participant for personal injury or property damage occurring whilst competing and/or practicing in a covered activity.

For the purpose of this clause "covered activity" means the sport referred to in the Schedule and/or an activity in the nature of the Business.

Provided further that nothing contained in this special clause shall be deemed to increase the limit of the Insurer's liability (as set forth herein).

Stamped & Dated: 08 November 2024

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for and on behalf of SLE Worldwide Australia Pty Limited ABN 15 066 698 575 AFSL 237268 PO Box H308 Australia Square NSW 1215 Phone: +61 2 9249 4850