

## INSURANCE POLICY

**THIS POLICY SCHEDULE** confirms that in return for payment of the Premium, certain Underwriters at Lloyd's have agreed to insure you, in accordance with the wording attached to this **Policy Schedule**.

This **Policy Schedule** should be read in conjunction with the relevant Policy Wording and associated endorsements. You should read the entire **Policy** carefully, including all definitions and, in particular, the exclusions, to ensure that it meets your requirements.

You or your representative can obtain further details of the syndicate numbers and the proportions of this Insurance for which each of the Underwriters at Lloyd's is liable by requesting them from DUAL Australia Pty Ltd. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

In accepting this Insurance, the Underwriters have relied on the information and statements that you have provided on the Proposal Form (or Declaration). You should read this **Policy Schedule** carefully and if it is not correct contact DUAL Australia Pty Ltd or your broker. It is an important document and you should keep it in a safe place with all other papers relating to this Insurance.



Damien Coates – Chief Executive Officer, DUAL Asia Pacific

DUAL Australia Pty Ltd is an agent underwriting for and on behalf of certain underwriters at Lloyd's.

For detail in relation to Lloyd's Ratings, please visit [www.lloyds.com](http://www.lloyds.com) for more information.

DUAL Australia Pty Ltd  
[dualenquiries@dualaustralia.com.au](mailto:dualenquiries@dualaustralia.com.au)  
[www.dualaustralia.com.au](http://www.dualaustralia.com.au)  
Part of DUAL International Group

## Association Liability

**POLICY NUMBER:** AU00029489-002

**POLICYHOLDER:** Australian Carriage Driving Society Incorporated including associated carriage clubs/committees  
C/O: Affinity Insurance Brokers

**INSURANCE PERIOD:** From 4:00pm on 29/05/2024 To 4:00pm on 29/05/2025  
Australian local time in the State or Territory where this **policy** was purchased

**BUSINESS:** Amateur Sporting Association

**INDEMNITY LIMIT:** \$2,000,000 any one **claim** and  
\$2,000,000 in the aggregate during the **insurance period**

**DEDUCTIBLE:** As specified, inclusive of **defence costs** by the **insured** for each **claim**

### INSURING CLAUSES

CLAUSE		SUB-LIMIT	DEDUCTIBLE
2.1	Cover for You	Indemnity Limit	Nil
2.2(a)	Professional Indemnity	Indemnity Limit	\$1,000
2.2(b)	Crime	\$500,000	\$5,000
2.2(c)	Association Reimbursement	Indemnity Limit	\$1,000
2.2(d)	Association Liability	Indemnity Limit	\$1,000
2.2(e)	Employment Practices Liability	Indemnity Limit	\$10,000
2.2(f)	Trustee Liability	Indemnity Limit	\$1,000
2.2(g)	Tax Audit Costs	\$100,000	\$1,000

### AUTOMATIC EXTENSIONS: ALL SECTIONS

CLAUSE		SUB-LIMIT	DEDUCTIBLE
3.1	Automatic Reinstatement of Indemnity Limit	Indemnity Limit	\$1,000
3.2	Continuous Cover	Indemnity Limit	\$1,000
3.3	Contractual Liability	\$100,000	\$1,000
3.4	Court Attendance	\$1,000 per day	Nil
3.5	Crisis Containment	\$250,000	\$1,000
3.6	Discovery Period	Indemnity Limit	\$1,000
3.7	Emergency Costs	Indemnity Limit	\$1,000
3.8	Fraud and Dishonesty for Innocent Parties	Indemnity Limit	\$1,000
3.9	Former Subsidiary	Indemnity Limit	\$1,000
3.10	Heirs, Estates and Legal Representatives	Indemnity Limit	\$1,000
3.11	New Subsidiaries	Indemnity Limit	\$1,000
3.12	Panel Counsel	1 hour per enquiry	Nil
3.13	Public Relations Expenses	Indemnity Limit	\$1,000
3.14	Retirement Cover	Indemnity Limit	\$1,000
3.15	Whistleblower Hotline Access	Indemnity Limit	Nil

## AUTOMATIC EXTENSIONS: 2.2(a) PROFESSIONAL INDEMNITY

CLAUSE		SUB-LIMIT	DEDUCTIBLE
3.16	Breach of Privacy	Not Included	Not Included
3.17	Consultants, Sub-contractors and Agents	Not Included	Not Included
3.18	Consumer Protection Legislation	Not Included	Not Included
3.19	Contract Review Service	Not Included	Not Included
3.20	Defamation	Not Included	Not Included
3.21	Intellectual Property	Not Included	Not Included
3.22	Joint Venture Liability	Not Included	Not Included
3.23	Loss Mitigation and Rectification Costs	Not Included	Not Included
3.24	Lost Data	Not Included	Not Included

## AUTOMATIC EXTENSIONS: 2.2(b) CRIME

CLAUSE		SUB-LIMIT	DEDUCTIBLE
3.25	Contractual Penalties	2.2(b) Crime	\$5,000
3.26	Crime Investigation Fees	\$50,000 in addition	Nil
3.27	Disposal of Subsidiary	2.2(b) Crime	\$5,000
3.28	Employee Plans	2.2(b) Crime	\$5,000
3.29	Extortion	2.2(b) Crime	\$5,000
3.30	Interest Receivable or Payable	2.2(b) Crime	\$5,000
3.31	Physical Loss or Destruction of or Damage to Money or Securities	2.2(b) Crime	\$5,000
3.32	Software Reconstitution Costs	2.2(b) Crime	\$5,000
3.33	Triangulation Fraud	2.2(b) Crime	\$5,000

## AUTOMATIC EXTENSIONS: 2.1, 2.2(c) – (f) DIRECTORS' AND OFFICERS' LIABILITY

CLAUSE		SUB-LIMIT	DEDUCTIBLE
3.34	Bail and Civil Bond Expenses	\$250,000	Nil
3.35	Committees	Indemnity Limit	\$1,000
3.36	Directors' Tax Penalties	\$250,000	\$1,000
3.37	Extradition Costs	Indemnity Limit	\$1,000
3.38	Occupational Health and Safety Defence Costs	Indemnity Limit	\$1,000
3.39	Official Investigations and Inquiries	Indemnity Limit	\$1,000
3.40	Outside Directorship Cover	Indemnity Limit	\$1,000
3.41	Pollution Cover	Indemnity Limit	\$1,000
3.42	Prosecution Costs	\$100,000	\$1,000
3.43	Statutory Liability (Fines and Penalties)	\$500,000	\$5,000
3.44	Third Party Discrimination and Sexual Harassment	Indemnity Limit	\$1,000
3.45	Travel and Accommodation Expenses	\$100,000	Nil

## OPTIONAL EXTENSIONS

CLAUSE		SUB-LIMIT	DEDUCTIBLE
4.1	State Revenue Costs	Not Included	Not Included
4.2	Risk Review Costs	Not Included	Not Included
4.3	R&D Incentive Review Costs	Not Included	Not Included

**JURISDICTION:** Worldwide excluding USA & Canada

**RETROACTIVE DATE:** Unlimited excluding any known claims or circumstances

**DATE OF PROPOSAL:** 15/05/2024

**WORDING:** DUAL Australia Association Liability Wording 11.20

**ENDORSEMENTS:**

**AL00217 Client Specific Endorsement**

It is agreed that Clause 6.64 of the **policy** is deleted in its entirety and replaced with the following:

**Subsidiary** means:

- a) Any entity in which the **association** owns or controls, directly or indirectly, in any combination, more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors; or any entity which is deemed to be the **association's subsidiary** under any applicable legislation, law or Australian Accounting Standard and;
- b) Affiliated Branches

Except as otherwise provided in this endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force and effect.

It is agreed that Clause 8.13 of the **policy** is deleted in its entirety and replaced with the following:

**Other Insurance**

As permitted by the Insurance Contracts Act 1984 (Cth.), this **policy** will only cover **loss** to the extent that the amount of such **loss** is in excess of any indemnity or cover available to the **insured** in respect of that **loss** under the other insurance policy/policies including but not limited to:

Policy type: Public Liability

Policy number: 441837

Insurer: Liberty Specialty Markets

Policy period: 29/05/2022-29/05/2023

Limit: \$ 20,000,000

Except as otherwise provided in this endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force and effect.

**AL00250 Professional Indemnity Amendment Endorsement**

It is agreed that Definition 6.8 (**Business**) of the **policy** is deleted in its entirety and is replaced with:

**6.8 Business** means the Professional Activity set out in the **schedule** and shall include the following:

- a) Advocacy and promotion of the **association's** objectives and area of focus or interest, including publication of information in any media type;
- b) Acting as an insurance intermediary for the purpose of distribution only of personal lines, general and life insurance products to members;
- c) Events for members and others that promote the **association's** objectives and area of focus or interest; and
- d) Fundraising activities for the benefit of the **association** and its members.

It is agreed that Definition 6.9 (**Civil liability**) is deleted in its entirety and is replaced with:

**6.9 Civil liability** means a legally enforceable obligation to a third party arising from a **wrongful act**.

It is agreed that Definition 6.77 (**Wrongful act**) is deleted in its entirety and is replaced with:

**6.77 Wrongful act** means any breach of duty, breach of trust, neglect, error, omission, misstatement, misleading statement, or other act committed or attempted by:

- a) Any **insured person**, individually or otherwise, solely because of their status as a **director, officer** or **employee** in the course of his or her duties to the **association** or **outside entity**; or
- b) The **association**; or
- c) For the purpose of Insuring Clause 2.2(a) Professional Indemnity only, the **insured** but solely while acting in a professional capacity in the conduct of the **business**.

Except as otherwise provided in this Endorsement, the Insuring Clause and **policy** terms and conditions shall have full force and effect.

## **AL00584 DUAL Australia Extortion Amendment Endorsement**

It is hereby agreed that the Clause 6.31 (**Extortion**) under the **policy** is deleted in its entirety and replaced with the following:

**Extortion** means any threat made to any **director**, partner, trustee, **officer** or **employee** of the **association** to make any accusation against any person, to disclose something about any person or to cause serious damage to property or endanger the safety of any person with intent:

- a) to cause the person who is the victim of the threat is made to act in accordance with the will of the person making the threat; and
- b) to obtain any financial benefit or to cause loss to any other person.

For the avoidance of doubt **extortion** includes ransom demands in relation to the kidnapping or abduction of a person.

**Extortion** does not include any actual or suspected ransomware payment demands following the threat to physically damage, destroy, corrupt (including by malicious electronic communication) or take control of an **insured's** computer system, electronic data or website, or reveal trade secrets and any other proprietary information of the **insured** contained within their computer system or electronic database.

Except as otherwise provided in this Endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force and effect.

## **CRC2 Cyber Risks Clarification Endorsement No. 2 (Affirmative Conditional)**

This Policy contains exclusions or limitations relating to certain Cyber Acts or Cyber Incidents; subject always to these exclusions or limitations, any amounts otherwise payable under this Policy due to a Cyber Act or a Cyber Incident will be payable, subject also to all other terms, conditions, warranties, exclusions, and endorsements of this Policy.

### **Definitions**

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

**Cyber Incident** means:

- 1.1 Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- 1.2 Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

## **UE00573 DUAL Australia Contact Information Endorsement**

It is hereby agreed that the following endorsement has been applied:

Effective 10 January 2022, any reference to DUAL Australia's address is amended to the following:

DUAL Australia Pty Limited  
Level 29, Angel Place, 123 Pitt Street,  
Sydney NSW 2000  
Australia

In all other respects, the policy remains unchanged.

## **UE00583 Australia Crypto Exclusion Endorsement**

It is hereby agreed that the following Exclusion is added to the Policy:

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto, excluded from cover under this Policy and all endorsements thereto are any and all loss, fees, costs, expenses, liabilities, fines, penalties, damages, compensation, judgment sums, settlement sums and any other amounts directly or indirectly connected to, involving or attributable to any **Cryptoasset** or allegation relating to any **Cryptoasset**.

In this Endorsement, the following expressions in bold type have the following meanings:

**Cryptoasset** means a **Digital Asset** and a public or private key or any component thereof solely when used for a **Digital Asset**.

**Digital Asset** means any actual, counterfeit or fictitious:

- a) digital coin;
- b) digital token;
- c) cryptocurrency;
- d) cryptosecurity; or
- e) any other digital representation of value or contractual rights that uses a type of distributed ledger of technology and that:
  - i. functions, or purports to function, as a medium of exchange, a unit of account or a store of value; or
  - ii. is or becomes regulated as a security.

Except as otherwise provided in this Endorsement, all **Policy** terms and conditions shall have full force and effect.

## **UE00593 DUAL Australia Jurisdictional Exclusion Endorsement**

It is agreed that this policy is amended to include the following Exclusion:

The Insurer shall not indemnify any Insured, policyholder, Insured Person/s or any other party, for any claim, investigation, injury, property damage, loss, fees, costs, expenses, liability, fines, penalties, damages, compensation, judgment sums, settlement sums, legal

obligation or any other amounts of any kind whatsoever:

- (i) in respect of any court order, judgment, award, payment, costs and expenses or settlement delivered, made or incurred or arising from or in connection with:
  - (a) a court of law (or equivalent) within any of the **Territories**; or
  - (b) any Arbitration, Mediation or Adjudication (or any other dispute resolution process) within any of the **Territories**;  
or
  - (c) any court of law or dispute resolution process operating under the laws of any of the **Territories**; or
- (ii) in respect of any order made anywhere in the world to enforce any court order, judgment, award, payment, costs and expenses or settlement either in whole or in part arising out of (i) above; or
- (iii) incurred by or resulting from activities that involve or benefit either directly or indirectly the Government or State of any of the **Territories**, or where the payment of such indemnity by the Insurer will benefit either directly or indirectly the Government or State of any of the **Territories**; or
- (iv) agreed or incurred, prior to, during or subsequent to any matters referred to in (i) and/or (ii) above being brought by, or to the benefit of persons and/or **Entities** that are resident in any of the **Territories**.

In this Endorsement only, the following expressions in bold type have the following meanings:

**Entities** means any company, direct or indirect holding company owned or controlled (either in whole or in part) either directly or indirectly by the Government or State of any of the **Territories**.

**Territories** means Belarus, Russia, any disputed Russian territories, including but not limited to, Donetsk Region, Luhansk Region, Crimea Region.

This Endorsement overrides all other policy terms and conditions, including any terms, conditions or endorsements included on the schedule.

Except as otherwise provided in this Endorsement, the Insuring Clause and all other policy terms and conditions shall have full force and effect.

#### **UE01049 Service of Suit and Legal Notices Endorsement 2024**

It is hereby noted and agreed that the following Endorsement applies to the **policy**:

##### **About DUAL Australia Pty Ltd**

It is hereby noted and agreed that any 'About DUAL Australia Pty Ltd' clause within the **policy** is deleted and replaced with the following:

DUAL Australia Pty Limited ABN 16 107 553 257 AFSL 280193 (**We/Us/Our**) is a Coverholder for certain Underwriters at Lloyd's of London (Lloyd's Underwriters) (90%) and Allianz Australia Insurance Limited (Allianz) (10%). DUAL has the authority to bind this **policy** on behalf of these Lloyd's Underwriters and Allianz.

##### **General Insurance Code of Practice**

It is hereby noted that Lloyd's and Allianz have adopted the General Insurance Code of Practice (the Code) on the terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

##### **Service of Suit and Legal Notices**

It is hereby noted and agreed that any reference to any 'Service of Suit' or 'Service of Legal Notices' clause within the **policy** is hereby deleted and replaced with the following:

The Lloyd's Underwriters and Allianz accepting this Insurance agree that:

- i. if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Lloyd's Underwriters and Allianz will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

ii. any Summons, Writ or other like Legal Notice or Process is to be served upon the Lloyd's Underwriters and Allianz as follows:

Lloyd's Underwriters' General Representative in Australia  
Suite 1603  
Level 16  
1 Macquarie Place  
Sydney NSW 2000

who has authority to accept service on the Lloyd's Underwriters' behalf; and

Allianz Australia Insurance Limited  
Level 16, 10 Carrington Street  
Sydney NSW 2000

iii if a suit is instituted against any of the Lloyd's Underwriters or Allianz, all Lloyd's Underwriters and Allianz participating in this . Insurance will abide by the final decision of such Court or any competent Appellate Court.

For the avoidance of any doubt, this Endorsement supersedes any Service of Suit and Legal Notice clause in the **policy**. Except as otherwise provided in this Endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force and effect.

<b>INSURER:</b>	DUAL Australia Pty Ltd on behalf of certain Underwriters at Lloyd's of London and Allianz Australia Insurance Limited
<b>UNIQUE MARKET REFERENCE:</b>	B1969DS2400001
<b>DATE ISSUED:</b>	15/05/2024