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## BROADFORM LIABILITY POLICY

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### SCHEDULE

**Policy Number:** 205094403205

**The Insured:** ACT Football Federation (Capital Football) (r), Football Federation Tasmania Ltd, Football Federation SA Inc, Football NSW Limited, Football West Limited, Football Federation Victoria (FFV) Inc, Football Queensland Ltd, Football Federation 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, referees, trainers, coaches, masseurs, committee members, directors, office bearers, administrators, employees, executive officers, selectors, other match day officials, ball boys, medical persons, physiotherapists, ambulance officers, co-opted voluntary workers and officials of the participating Member Federations listed as The Insured's

**Period of Insurance:** 31 December 2021 to 4:00pm 31 December 2022

**The Business:** The participation, administration, governance, organisation, promotion, development and/or coaching of Football(Soccer), Football Facility and Accommodation Managers, Property Owners, Occupiers and any other activities incidental thereto

**Retroactive Date:**

**Limits of Liability:**

Public Liability	\$ 25,000,000	any one Occurrence
Products Liability	\$ 25,000,000	any one period of insurance

**Sublimits:**

Property in Physical or Legal Control	\$ 250,000	any one Occurrence
Advertising Injury	\$ 25,000,000	any one Occurrence
Professional Liability	\$ 5,000,000	any one Claim and limited to \$10,000,000 in the aggregates
Molestation	\$ 2,000,000	any one claim and limited to \$2,000,000 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

Worldwide excluding North America

**Geographic Limits:**

**Wording:**

Broadform Liability SPM-BF21 SLE

**Premium:** As Agreed

**Broker:** GOW GATES IB  
PO BOX 680  
Parramatta NSW 2124

**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 B128416380W21 & 001-2021 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 B128416380W21 & 001-2021 respectively.

**Certificate:** This is to certify that in accordance with the authorisation granted under Contract No B128416380W21 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 B128416380W21 & 001-2021 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:** 22 December 2021



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:**

The subscribing underwriter obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing underwriters are not responsible for the subscription of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

## **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**

### **DEROGATION NOTICE**

Renewal of this Policy is offered on the basis of a new Policy wording which replaces that previously issued. In the spirit of transparency we draw attention to the following changes ;

- Policy definition 23. Principal has been added for clarity.
- Contractual exclusion has been renamed exclusion 4. Assumed liability.
- IT Hazard exclusion has been replaced by exclusion 6. Cyber exclusion.
- Exclusion 14. Communicable Disease exclusion has been added. Amongst other broader exclusions this exclusion removes any Covid 19 coverage.
- Exclusion 22. Silica has been added.
- Policy Condition 5. Cancellation has been expanded to note the reason for our cancellation fee.

### **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.

### **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

### **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 \$100,000

## **MOLESTATION EXTENSION**

This Policy does not cover liability in respect of Personal Injury arising out of or caused by or in connection with the molesting, interfering or assault of any person by - The Insured Any of the Insured's employees, . Any person acting on behalf of the Insured, - Any person for whom the Insured may be held legally liable. The Insurer shall have no obligation to defend any action, suit or proceeding against the Insured either directly or vicariously seeking damages for such Personal Injury. Notwithstanding the above, the Insurer will extend this policy to indemnify the Insured as defined under Policy definitions 10(i), (ii) & (iii) in respect of their vicarious legal liability arising out of or caused by or in connection with the molesting, interfering or assault of any person but only in respect of Claims made during the Period of Insurance and where such molesting, interfering or assault occurs after the retroactive date of this Endorsement. **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 molestation, interference or assault which gives rise to a Claim(s) or a possible Claim(s), is not of relevance provided they occur after the Retroactive Date of this Endorsement. **DEFINITIONS APPLICABLE TO THIS ENDORSEMENT** For the purpose of 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. notwithstanding the number of occurrences or incidents alleged to have taken place. The Insured means the Insured as defined under Policy definitions 10 (i), (ii) & (iii) only. **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 this Endorsement against all sums which the Insured, shall become vicariously legally liable to pay as Compensation 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 any molestation, interference or assault committed or alleged to have been committed by the Insured, or another party for which the Insured may be legally liable, 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 (including Supplementary Payments) for which indemnity is available under this Endorsement provided that the total aggregate liability (including Supplementary Payments) shall not exceed \$2,000,000 any one Claim & in the aggregate during any one Period of Insurance notwithstanding the number of Claims made. An Excess of \$5,000 each and every Claim (including Supplementary Payments) 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 shall only be in excess of this amount. **EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT** This Endorsement does not cover liability: (i) Arising out of molestation, interference or assault 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) 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. The Insurer will not indemnify any individual convicted of any criminal act in respect of any civil suit or action or Claim arising in connection with such criminal act **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 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

## **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"

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.

### **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.

### **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:**

22 December 2021



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