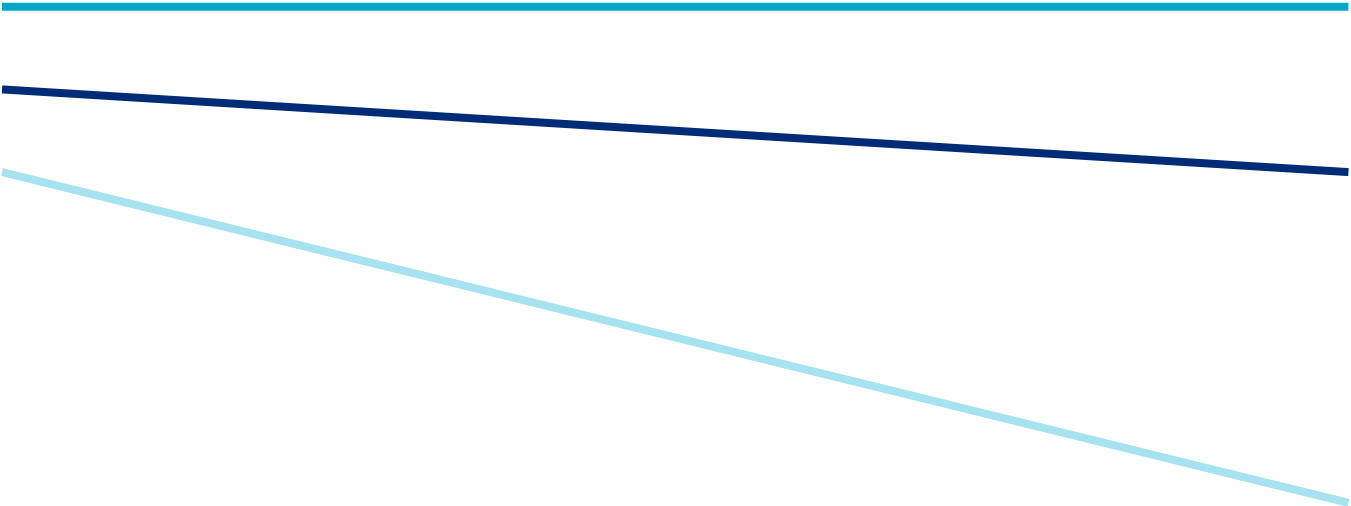


# Equestrian Australia Limited

## IMPORTANT CONTRACT INFORMATION ENCLOSED

Unique Market Reference / Contract Number: B0509BOWCI2550943

This document sets out the full terms and conditions of the contract agreed by the (re)insurer(s). We recommend that you read and store this document carefully and contact us immediately should you have any questions or concerns.



### Signing Schedule

A signing schedule, if required, will be prepared by Marsh Limited in accordance with the signing provisions set out in the Security Details section. The signing schedule will detail the full legal name of each (re)insurer and sets out their respective levels of participation in the risk (signed lines) that will prevail over the written lines. The associated signing schedule and invoice will be issued in due course.

### Tax Schedule

A schedule of (re)insurance taxes, if required by the terms of the contract herein, must be supplied and agreed prior to issuance of the invoice. Any delay in receiving and agreeing accurate premium and tax allocations per territory could delay payment to (re)insurer(s).

### Endorsements

All endorsements to this contract document will be issued by Marsh Limited in a form which sets out all amendments agreed by the (re)insurer(s).

You should read and store any signing schedule, tax schedule and endorsements alongside this contract document.

## RISK DETAILS

**UNIQUE MARKET**

**REFERENCE:** B0509BOWCI2550943

**TYPE:** Public, Products and Personal Liability Insurance.

**NAMED INSURED:** Equestrian Australia Limited

ABN: 19 077 455 755

Address:

Unit 7 11-21 Underwood Road

Homebush

NSW

2140

Australia

**PERIOD:** From: 30 June 2025 at 16:00 hours Australian Eastern Standard Time  
To: 30 June 2026 at 16:00 hours Australian Eastern Standard Time  
at the address of the Insured.

**INTEREST:** The operations of the Insured.

**LIMIT OF  
LIABILITY:**

Public Liability: AUD 5,000,000 any one claim or all claims of a series arising out of one occurrence and limited in the aggregate in the Period of Insurance.

Products Liability: AUD 5,000,000 any one claim and AUD 10,000,000 in the aggregate for the Period of Insurance.

Personal Liability: AUD 5,000,000 any one claim or all claims of a series arising out of one occurrence and unlimited in the aggregate in the Period of Insurance.

Sudden and Accidental Pollution: AUD 5,000,000 any one claim and AUD 10,000,000 in the aggregate for the Period of Insurance.

Professional Indemnity: AUD 5,000,000 any one claim and AUD 10,000,000 in the aggregate for the Period of Insurance.

Abuse: AUD 2,000,000 any one claim and AUD 4,000,000 in the aggregate for the Period of Insurance.

**EXCESS:**

Public Liability: This insurance excludes the first AUD 2,500 of each and every claim for the property damage.

Products Liability: This insurance excludes the first AUD 2,500 of each and every claim for the property damage.

Personal Liability: This insurance excludes the first AUD 2,500 of each and every claim for the property damage.

Professional Indemnity: This insurance excludes the first AUD 2,500 of each and every claim.

Abuse: This insurance excludes the first AUD 5,000 of each and every claim.

**TERRITORIAL LIMITS:**

Australia and New Zealand and elsewhere in the world to the extent provided for in the Master Policy wording attached.

**CONDITIONS:**

As set forth in the Public and Products and Personal Liability Insurance Master Policy Wording, as attached.

LMA5470 Cyber and Data Limited Exclusion Endorsement, as attached.

LMA3100A Sanctions Limitation Clause, as attached.

It is hereby understood and agreed by any and all (re)insurers subscribing to this (re)insurance that any subjectivity that has been raised within a quote slip/Market Reform Contract or quote sheet shall be void unless included within this final Market Reform Contract.

**[Link to Policy Wording and Endorsements](#)**

**NOTICES:**

**Privacy**

Please refer to the LMG Core Uses Notice for information on how the (re)insurance industry uses personal data.

**NOTIFICATION OF CLAIMS:**

In the event that you wish to make a claim under this Contract, please notify the following:  
[intcasandprodrecall.newclaims@marsh.com](mailto:intcasandprodrecall.newclaims@marsh.com)

OR write to:

Marsh Limited, Willow House, Peachman Way, Broadland Business Park, Norwich, Norfolk, NR7 0WF, United Kingdom

**CHOICE OF LAW AND JURISDICTION:**

Australian Dispute Resolution Clause as set forth in the attached Master Policy of Public and Products and Personal Liability Insurance.

**PREMIUM**

**PAYMENT TERMS:** None.

**TAXES PAYABLE  
BY THE  
(RE)INSURED AND  
ADMINISTERED  
BY  
(RE)INSURER(S):**

None.

**TAXES PAYABLE  
BY THE  
(RE)INSURERS  
AND  
ADMINISTERED  
BY (RE)INSURED  
OR THEIR AGENT:**

3% Australian Income Tax payable on 100% of the Premium.

**RECORDING,  
TRANSMITTING  
AND STORING  
INFORMATION:**

Where Marsh Limited maintains risk and claim data, information or documents, Marsh Limited may hold such data, information or documents electronically.

**(RE)INSURER  
CONTRACT  
DOCUMENTATION**

:

This document details the terms, definitions, exclusions and conditions (the contract terms) that constitutes the contract document.

A physical or electronic copy of this document will be provided to the (re)insured as Evidence of Cover. No further contractual documentation will be issued however (re)insurers agree that in the event the (re)insured requires a formal policy to be issued, Marsh Limited may without any further agreement from the (re)insurers request that:

- a) (re)insurers provide such a policy; or
- b) Velonetic provide such a policy and (re)insurers will accept any additional charge that may be required by Velonetic.

Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change.

Language of contract: By purchasing this (re)insurance, the (re)insured hereby confirms their request that the present document and any other document and correspondence pertaining to the present (re)insurance be in the English language.

For the purposes of this contract:

- i) Where there is any discrepancy between the headings stated in the Risk Details section herein and the terminology used in any corresponding Wording and/or Endorsements and/or Clauses attached or included herein, the headings stated in the Risk Details section shall read as per such Wording and/or Endorsements and/or Clauses.
- ii) If the words 'Underwriters', 'Company', 'Insurer' or 'Policy' appear herein, or in any Wording and/or Endorsements and/or Clauses attached or included herein, then those words shall mean 'Insurers', 'Insurers', 'Insurers' or 'contract document' respectively.
- iii) Where the term Lloyd's is used in this contract or any attaching wording or document, it is agreed that this is extended to include Lloyd's Insurance Company S.A. where relevant.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium.

Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be).

Website address: [www.LloydsEurope.com](http://www.LloydsEurope.com)

E-mail: [LloydsEurope.Info@lloyds.com](mailto:LloydsEurope.Info@lloyds.com).

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

## INFORMATION SECTION

Underwriting information is held on file by Marsh Limited and has been seen by the Insurers subscribing hereto.

## SECURITY DETAILS

### (RE)INSURER'S LIABILITY:

#### (RE)INSURERS LIABILITY CLAUSE

##### **(Re)insurer's liability several not joint**

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

The proportion of liability under this contract underwritten by a (re)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 next to its stamp. This is subject always to the provision concerning 'signing' below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)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 (re)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.

##### **Proportion of liability**

Unless there is 'signing' (see below), the proportion of liability under this contract underwritten by each (re)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 next to its stamp and is referred to as its 'written line'.

Where this contract permits, written lines, or certain written lines, may be adjusted ('signed'). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)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). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a 'signed line'. The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

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.

21/6/07

LMA3333

**Where coverage includes both EEA and Non EEA exposure, the following is applicable to Lloyd's Insurance Company S.A. participation only which replaces the LMA3333 above.**

#### SEVERAL LIABILITY NOTICE

The subscribing (re)insurers' obligations under contracts of (re)insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing (re)insurers are not responsible for the subscription of any

co-subscribing (re)insurer who for any reason does not satisfy all or part of its obligations.

08/94

LSW1001 (amended)

**ORDER HEREON:** 100% of 100%

**BASIS OF  
WRITTEN LINES:** Percentage of Whole

**SIGNING  
PROVISIONS:**

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of (re)insurance then all lines written by that date will be signed in full;
- b) the (re)insured may elect for the disproportionate signing of (re)insurers' lines, without further specific agreement of (re)insurers, providing that any such variation is made prior to the commencement date of the period of (re)insurance, and that lines written "to stand" may not be varied without the documented agreement of those (re)insurers.

The signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of (re)insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.



**In relation to the  
WRITTEN LINES:****MODE OF EXECUTION:**

This contract and any changes to it may be executed by:

- electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;
- a unique authorisation provided via a secure electronic trading platform
- a timed and dated authorisation provided via an electronic message/system;
- an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;
- an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

*Where this contract is placed solely using a Delegated Underwriting Contract, the following 3 paragraphs are not applicable.*


In a co-(re)insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the contract leader.


(Re)Insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

(Re)Insurers confirm and agree that where NCAD (Notice of Cancellation at Anniversary Date) is embedded in their stamp/line this will mean NCED (Notice of Cancellation at Expiry Date). This does not affect the right of the (re)insurer to issue a Notice of Cancellation in accordance with the contract terms.

**WRITTEN LINES:**

As shown herein and, where placed electronically either wholly or in part via Electronic Trading Platform, in the SECURITY DETAILS.

  
**QBE**

 Lloyd's  
1886


45%  
WRITTEN


2	5	I	L	3	2	1	0	5	2	H	A
---	---	---	---	---	---	---	---	---	---	---	---

NA

45%  
SIGNED

YOA: 2025  
26 Jun 2025 15:42 UTC  
**Katharine Trevelyan**  
Lloyd's Underwriter Syndicate No. 1886 QBE

  
**QBE**

 Lloyd's  
386

55%  
WRITTEN

2	5	I	L	3	2	1	0	5	1	G	A
---	---	---	---	---	---	---	---	---	---	---	---

NA

55%  
SIGNED

YOA: 2025  
26 Jun 2025 15:42 UTC  
**Katharine Trevelyan**  
Lloyd's Underwriter Syndicate No. 386 QBE

## SUBSCRIPTION AGREEMENT SECTION

### CONTRACT

#### LEADER:

The Contract Leader shall be the first stamp detailed, or as specifically indicated, within the **WRITTEN LINES**: / Security Details; except where shown below.

Lloyd's Syndicate QBE 386

Where this contract has multiple sections, the Contract Leader will be determined on the lowest numbered section; except where shown below.

Wherever the term 'Slip Leader' appears throughout this contract it is amended to read and mean 'Contract Leader'.

#### BUREAU LEADER:

**Lloyd's:** Lloyd's Syndicate QBE 386

### BASIS OF AGREEMENT TO CONTRACT CHANGES:

General Underwriting Agreement (Version 2.0 February 2014) with Non-Marine Schedule – October 2001 with the following to override requirements defined therein:

- a) Final Premium at inception to be agreed by the contract leader on behalf of all (re)insurers hereon.
- b) (Re)Insurers agree to close on a net equivalent basis (downwards) if and as required by Marsh Limited, final ingoing premium and deductions as at inception to be agreed by the contract leader on behalf of all (re)insurers hereon.
- c) Notwithstanding anything contained in Sections 1.14 and 3.3.4, where a Premium Payment Condition or Premium Payment Warranty due date requires an extension it is agreed that the contract leader agreement only will suffice and that such agreement will be binding on all other (re)insurers hereon for all extensions, including those in excess of 5 working days.
- d) Reinsurance orders hereon to be advised to the contract leader only. Agreement to identification of reinsureds and their allocation to reinsurers are waived hereon. Agree issue separate signing contracts (as and when required). The need for agreement of separate signing percentages (not to exceed total written monetary lines hereon) waived accordingly.
- e) Final split of brokerage (including ceding commission where applicable) to be determined by Marsh Limited and noted by contract leader only.
- f) Lenders Endorsements, if applicable, to be agreed by contract leader only and automatically binding on all other (re)insurers.
- g) Wording (and amendments thereto) and/or Reinsurance Certificate to be agreed by the contract leader on behalf of all (re)insurers hereon.
- h) The following changes to be agreed by contract leader only on behalf of all

(re)insurers hereon.

- i) (Re)Insured Name and/or Address.
- ii) Additional / Deleted Named (re)insureds, Loss Payees, Mortgagees.
- iii) Co-insuring / Underlying / Original Policy details, wordings and amendments thereto.
- iv) NMA/LMA/LSW/LPO Clauses previously referred to and now being attached in full.
- v) Application of Sub-limits Endorsement.
- vi) Anything within the Fiscal and Regulatory section of this contract.
- vii) Choice of Law and Jurisdiction.
- viii) Tax Schedules
- i) Wherever the words 'to be agreed by underwriters/(re)insurers' appear within this contract it is agreed that the agreement of the contract leader will suffice and that such agreement will be binding on all other (re)insurers hereon.
- j) Any reference to slip leader within the General Underwriting Agreement shall mean contract leader.

In respect of EEA risks, the subscribing outsourced Managing Agents underwrite on behalf of the single legal entity that is Lloyd's Brussels, with EEA risks automatically reinsured 100% to those Lloyd's Underwriters and Syndicates that may have inserted their details as an agreement party.

**OTHER  
AGREEMENT  
PARTIES FOR  
CONTRACT  
CHANGES, FOR  
PART 2 GUA  
CHANGES ONLY:**

Unless any Other Agreement Parties for Contract Changes are stated either:

- a) within the Electronic Trading Platform security details pages attached herein,
- b) specified in a clause or wording included within this MRC, or
- c) detailed below,

the Agreement Parties for Contract Changes for Part 2 GUA changes will be none.

**AGREEMENT  
PARTIES FOR  
CONTRACT  
CHANGES, FOR  
THEIR  
PROPORTION  
ONLY:**

None unless stated either:

- a) within the Electronic Trading Platform security details pages attached herein,
- b) specified in a clause or wording included within this MRC, or
- c) detailed below.

**BASIS OF CLAIMS  
AGREEMENT:**

As specified under the CLAIMS AGREEMENT PARTIES and to be managed in accordance with:

- i) The SINGLE CLAIMS AGREEMENT PARTY ARRANGEMENTS - LMA9150 for claims or circumstances assigned as Single Claims Agreement Party Claims (SCAP Claims) or, where it is not applicable, then the following shall apply as appropriate:
- ii) The Lloyd's Claims Lead Arrangements (Combined), or as amended or any successor thereto.
- iii) International Underwriting Association of London IUA claims agreement practices.

For non-bureau (re)insurers only, the contract leader only and to be binding for non-bureau (re)insurers.

**CLAIMS  
AGREEMENT  
PARTIES:**

A. Claims falling within the scope of the LMA9150 to be agreed by Contract Leader only on behalf of all (re)insurers subscribing (1) to this Contract on the same contractual terms (other than premium and brokerage) and (2) to the Single Claim Agreement Party. For the purposes of calculating the Threshold Amount, the sterling rate on the date that a financial value of the claim is first established by the Contract Leader shall be used and the rate of exchange shall be the Bank of England spot rate for the purchase of sterling at the time of the deemed conversion.

B. For all other claims:

- i) For Lloyd's syndicates

The leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Lead Arrangements, the second Lloyd's syndicate is as defined in the electronic placing system except where shown below:

Where the leading and / or second Lloyd's syndicate is not defined within this heading or the electronic placing system, then the leading Lloyd's syndicate shall be the Lloyd's Bureau Leader.

The second Lloyd's syndicate shall be:

1. For physical (non-electronic) placements, the first Lloyd's syndicate stamp (excluding the Lloyd's Bureau Leader stamp);
2. For electronic trading platform placements, the largest Lloyd's syndicate stamp (excluding the Lloyd's Bureau Leader stamp).

In the event that two or more stamps are implicated, the second Lloyd's syndicate shall be the earliest of the corresponding lines entered on the electronic trading platform.

- ii) Those companies acting in accordance with the IUA claims agreement practices, excepting those that may have opted out via iii below.

The first ILU company (re)insurer and, where required by ILU practices, the second ILU company (re)insurer is as defined in the electronic placing system except where shown below:

Where the first and / or second ILU company (re)insurer is not defined within this heading or the electronic placing system, then the leading ILU company (re)insurer shall be the ILU Bureau Leader. The second ILU company (re)insurer shall be nominated by the first ILU claims agreement party in the event of a claim.

The first LIRMA company (re)insurer is as defined in the electronic placing system herein except where shown below:

Where the first LIRMA company (re)insurer is not defined within this heading or the electronic placing system, then the first LIRMA company (re)insurer shall be the LIRMA Bureau Leader.

- iii) Those IUA company (re)insurer(s) that have specifically elected to agree claims in respect of their own participation:

*None.*

- iv) All other subscribing (re)insurers, each in respect of their own participation, that are not party to the Lloyd's or IUA claims agreement practices, agree to follow the decisions of the Contract Leader and / or Lloyd's and IUA claims agreement parties, excepting those that may have opted out below.

Where Lloyd's Insurance Company S.A. participates on the contract, the leading managing agent and second managing agent, where applicable, shall agree claims on behalf of Lloyd's Insurance Company S.A.. The leading managing agent and second managing agent is as defined in the electronic placing system except where shown below:

Where the leading and / or second managing agent is not defined within this heading or the electronic placing system, then the leading managing agent shall be the Bureau Leader acting on behalf of Lloyd's Company S.A..

The second managing agent shall be:

1. For physical (non-electronic) placements, the first managing agent stamp acting on behalf of Lloyd's Company S.A. (excluding the Bureau Leader stamp acting on behalf of Lloyd's Company S.A.);

2. For electronic placements, the first managing agent stamp acting on behalf of Lloyd's Company S.A. (excluding the Bureau Leader stamp acting on behalf of Lloyd's Company S.A.).

In the event that two or more stamps are implicated, the second managing agent shall be the first stamp to appear after leading managing agent or, when stamps have been obtained electronically, the earliest of the corresponding lines entered.

Where the Lloyd's and IUA claims agreement parties disagree, all other subscribing (re)insurers agree each in respect of their own participation.

Notwithstanding anything contained in the above to the contrary, any ex-gratia payments to be agreed by each (re)insurer for their own participation.

## **CLAIMS ADMINISTRATION**

:

Marsh Limited and (re)insurers agree that any claims hereunder (including any claims related costs/fees) that are in scope and supported by Electronic Claims File (ECF) will be notified and administered via ECF with any payment(s) processed via CLASS, unless both parties agree to do otherwise.

Where claims or circumstances are not administered via ECF, notification, administration and payment(s) will be electronic or paper file.

Where a Lloyd's syndicate or IUA company is not an agreement party to the claim or circumstance (per CLAIMS AGREEMENT PARTIES A. above), they agree to accept correct ECF sequences for administrative purposes to ensure information is circulated to all subscribing parties.

Claims, or any element thereof, settled in a currency for which Marsh Limited do not hold a banking account will be agreed using a notional rate of exchange which is subject to adjustment. Any difference greater than GBP 1,000 per payment or in the aggregate, to be paid by or refunded to (re)insurers as appropriate.

Extension of time to file a proof of loss to be agreed

- a) if the contract leader is a non-Lloyd's (re)insurer, by the contract leader and Lloyd's Claims Agreement Parties only;
- b) if the contract leader is a Lloyd's (re)insurer, by the Lloyd's Claims Agreement Parties only.

Notwithstanding any contrary provisions concerning notification contained in applicable contract documentation to which this agreement applies and in the absence of a condition specifically nominating a party to whom notice must be given (other than (re)insurers) and provided that notification otherwise fully satisfies policy conditions then the (re)insured will be regarded as having complied with contract notification provisions when Marsh Limited or its subsidiary or successor entities receives notification by email, facsimile or post.

**RULES AND  
EXTENT OF ANY  
OTHER  
DELEGATED  
CLAIMS**

**AUTHORITY:** None, unless otherwise specified here by any of the claims agreement parties shown above.

**EXPERT(S) FEES  
COLLECTION:**

Expert fees payable by (re)insurers for services performed on their behalf to be collected by the expert or their appointed fee collection service provider.

**SETTLEMENT DUE  
DATE:**

Instalment 1: 30 September 2025

Instalment 2: 31 October 2025

Instalment 3: 30 November 2025

**BUREAU  
ARRANGEMENTS:**

De-linked accounts to be presented by Marsh Limited to Velonetic.

Bureau re(insurers) agree to allow Velonetic not to 'group' associated de-linked signings. Each individual de-linked signing may be released for settlement to Velonetic independently of any other associated items.

Presentation to Velonetic of a contract with a premium payment warranty (PPW), premium payment condition (PPC) or prompt payment condition for a signing number and date within the timeframe specified within the warranty or condition shall be sufficient evidence of compliance and payment to all (re)insurers participating hereon. Subsequent rejection shall not affect the fact that the warranty/condition and/or the settlement due date (SDD) has been met by the original presentation and therefore no further update of the due date is required.

Marsh Limited are authorised to release premium (including taxes) from individual cedants/territories as and when received.

In respect of the LSW3001 (Amended) or any other Premium Payment Clause, the SDD will automatically be amended to the date the premium is paid to (re)insurers.

Where any SDD, PPW or PPC due date falls on a weekend or public holiday, presentation to Velonetic on the next working day will be deemed to be in compliance with such SDD, PPW or PPC.

(Re)Insurers agree that the second and subsequent premium instalments are taken down as additional premiums, other than annual re-signings.

In respect of additional premium signings the SDD will follow the same payment period allowed under the original premium payment terms. However, the payment period shall commence from the date of the final agreement of the endorsement or the effective date, whichever is the later.

In respect of non-settlement currencies:



Velonetic to accept settlement of premium in Pounds Sterling (GBP) converted at the rate of exchange at the date of receipt of payment by Marsh Limited . However, in the event Marsh Limited are paid in Pounds Sterling (GBP), U.S. Dollars (USD) or EUROS (EUR) then settlement will be made via Velonetic in GBP, USD or EUR as received by Marsh Limited .

Bureau (re)insurers agree to accept an interim For Declaration Only (FDO) signing.

In respect of lines obtained via an electronic trading platform, in the event the Settlement Due Date and/or the Allocation of Premium to Coding and/or Year of Account shown in the relevant heading of the MRC differ from that shown in the electronic trading platform Security Details/(re)insurers stamps, the information set forth in this MRC heading shall take precedence.

Where the premium is to be paid through Velonetic, payment to (Re)Insurers will be deemed to occur on the day that a delinked premium is released for settlement by the Appointed Broker. Where payment on such day complies with payment prior to the application of any Notices of Cancellation issued, then these Notices of Cancellation are automatically deemed complied with and withdrawn.

#### **NON-BUREAU ARRANGEMENTS:**

Where any Premium Payment Warranty (PPW) or Premium Payment Condition (PPC) due date falls on a weekend or public holiday, payment of premium by electronic transfer or any other relevant electronic settlement method on the next working day will be in compliance with such PPW or PPC.

Where (re)insurers have agreed to regular (weekly/monthly/quarterly) accounting, the PPW or PPC due date shall be overridden by the accounting agreement.

#### **NOTICE OF CANCELLATION PROVISIONS:**

Where (re)insurers have the right to give notice of cancellation, in accordance with the provisions of the contract, then:

To the extent provided by the contract, the contract leader is authorised to issue such notice on behalf of all participating (re)insurers; and (optionally)

Any (re)insurer may issue such notice in respect of its own participation.

The content and format of any such notice should be in accordance with the 'Notice of Cancellation' (NOC) standard, as published by the London Market Group (LMG), or their successor body, on behalf of London Market Associations and participants. However failure to comply with this standard will not affect the validity of the notice given.

Notice of cancellation must explicitly be designated as such in writing and must be directed to the following address:

Patrick Dromgoole

Marsh Limited

1 Tower Place West

Tower Place

London

EC3R 5BU

United Kingdom

**ELECTRONIC  
TRADING  
PLATFORM**

**ARRANGEMENTS:** (Re)Insurers instruct Velonetic to accept tax schedules and/or any documents in the electronic trading platform data pack, without sight of agreement from (re)insurers on the understanding that Marsh Limited has obtained agreement thereto from the applicable (re)insurers via the electronic trading platform.

## FISCAL AND REGULATORY SECTION

**TAXES PAYABLE  
BY**

**(RE)INSURER(S):** As specified under Taxes Payable By (Re)Insurers And Administered By The (Re)Insured Or Their Agent within the Risk Details section.

**COUNTRY OF  
ORIGIN:**

Australia

**REGULATORY  
RISK LOCATION:**

Non EEA 100%.

**OVERSEAS  
BROKER:**

Marsh Pty Limited

Address:

727 Collins Street

Melbourne

VIC

3008

Australia

**US  
CLASSIFICATION:**

Not applicable.

**ALLOCATION OF  
PREMIUM TO  
CODING:**

NA 100%

**REGULATORY  
CLIENT**

**CLASSIFICATION:** Commercial - Large Risk

## BROKER REMUNERATION AND DEDUCTIONS

**FEE PAYABLE BY  
CLIENT:**

No

**TOTAL  
BROKERAGE:**

As agreed.

**OTHER  
DEDUCTIONS  
FROM PREMIUM:**

None.

## **Policy Wording and Endorsements**

**Attaching to and forming  
part of B0509BOWCI2550943**

**MASTER POLICY OF  
PUBLIC AND PRODUCTS AND PERSONAL  
LIABILITY INSURANCE**

**issued to:**

**EQUESTRIAN AUSTRALIA LIMITED**

**to cover:**

**Equestrian Australia Limited  
and  
the Affiliated Associations and Affiliated Clubs thereof  
and  
Members of the above and Others  
as provided for herein.**

**Such Members and Others to be declared and accepted under this Master Policy provided cover is granted in accordance with all the terms and conditions contained herein.**

The Insured is requested to read this Master Policy and, if it is incorrect, return it immediately for alteration. In all communication the Master Policy Number appearing in the Schedule should be quoted.

This Master Policy is effected with Certain Underwriters at Lloyd's hereinafter referred to as the "Insurers".

#### MISREPRESENTATION AND NON-DISCLOSURE

If the Insured has:

- 1) failed to disclose any matter which the Insured was under a duty to disclose to the Insurers,

Or

- 2) made a misrepresentation to the Insurers before the Master Policy was entered in to and if the Insurers would not have entered in to this Master Policy for the same premium and on the same terms and conditions expressed in this Master Policy but for such failure to disclose or such misrepresentation, then:
  - a) the liability of the Insurers in respect of any claim will be reduced to an amount to place the Insurers in the same position in which the Insurers would have been placed if such non-disclosure had not occurred or such misrepresentation had not been made, or
  - b) if the non-disclosure or misrepresentation was fraudulent, the Insurers may avoid this policy.

#### AUSTRALIAN DISPUTE RESOLUTION

This Insurance is not subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice.

#### **Complaints and disputes**

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Marsh Complaints Officer in the first instance:

Marsh Complaints Officer  
Phone: (03) 9603 2338  
Email: [complaints.australia@marsh.com](mailto:complaints.australia@marsh.com)

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)  
Telephone: (02) 8298 0783  
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Post: GPO Box 3 Melbourne VIC 3001

Website: [www.afca.org.au](http://www.afca.org.au)

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters 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 Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

*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 Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance notice should be given to:

Marsh Pty Limited  
727 Collins Street  
Melbourne VIC 3008  
Australia

LMA5545 (amended)  
17 May 2021



We, the Insurers, hereby agree with

EQUESTRIAN AUSTRALIA LIMITED  
AND  
THE AFFILIATED ASSOCIATIONS AND AFFILIATED CLUBS THEREOF  
(the Master Policy Holder)

to provide to the extent and in the manner detailed in:

1) the Public and Products Liability Sections hereof Insurance for:

- (a) Equestrian Australia Limited
  - (b) Affiliated Associations and Affiliated Clubs
  - (c) Others comprising the Insured as defined herein
- (each of the above being hereafter termed the "Insured")

for the Period of Coverage set forth in the Evidence of Insurance which has been issued to such Insured under this Master Policy.

The Evidence of Insurance is issued by the Master Policy Holder and is in the form of the Sample Evidence of Insurance attached.

2) the Personal Liability Section hereof Insurance for:

Direct Members of Equestrian Australia Limited State Branches  
(each such Member being hereafter termed the "Insured")

for the Period of Coverage set forth in the Policy Summary which has been issued to such Insured under this Master Policy.

The Policy Summary is issued by the Master Policy Holder and is in the form of Sample Policy Summary A attached.

3) the Personal Liability Section hereof Insurance for:

Members of Equestrian Australia Limited Affiliated Associations and Affiliated Clubs  
(each such Member being hereafter termed the "Insured")

for the Period of Coverage set forth in the Policy Summary which has been issued to such Insured under this Master Policy.

The Policy Summary is issued by the Master Policy Holder and is in the form of Sample Policy Summary B attached.

4) the Personal Liability Section hereof Insurance for:

Registered Participants in Ready Set Trot Activities  
(each such Registered Participant being hereafter termed the "Insured")

for the Period of Coverage set forth in the Policy Summary which has been issued to such Insured under this Master Policy.

The Policy Summary is issued by the Master Policy Holder and is in the form of Sample Policy Summary C attached.

The coverage provided to the Insured under this Master Policy is subject to all the terms, Conditions, Limitations, Exclusions and Limits of Indemnity set forth herein.

**DEFINITIONS**

In this Master Policy:

- 1) for the purpose of the Public Liability and Products Liability Sections "Insured" shall at the request of the Insured include:
  - (a) any director, executive officer, committee member, office-holder, Employee, trainer, manager, administrator, voluntary worker, selector, judge or other official, medical officer, biosecurity officer, physiotherapist, masseur, ambulance officer but only whilst acting within the scope of their duties for the Insured.
  - (b) any Coach or Trainee Coach who elects to participate in the Equestrian Australia Limited National Insurance Programme whilst acting in their capacity as an Equestrian Australia Limited registered coach or trainee coach and whilst coaching or being coached within their accredited qualifications.
  - (c) Registered Ready Set Trot Delivery Centres whilst engaged in Ready Set Trot activities only.
  - (d) any judge or official who elects to participate in the Equestrian Australia Limited National Insurance Programme whilst acting in their capacity as an Equestrian Australia Limited registered judge or official outside of the scope of their duties for the Insured whether they are earning income through these activities or not.

Provided that:

  - (i) each party covered hereunder shall observe fulfil and be subject to the terms exceptions and conditions herein or endorsed hereon, this Master Policy, the Schedule and any Endorsements insofar as they can apply.
  - (ii) the Insurers aggregate liability to the Insured and any other party or parties shall not exceed any of the specified amounts detailed in the Public Liability and Products Liability sections hereof.
- 2) "Abuse" shall mean physical, sexual or psychological behaviour that may include:
  - (a) behaviour which sexualises the victim and uses the victim for sexual gratification.
  - (b) the sexual interaction between two minors if there is a perceived difference in power between the victim and the abuser.
  - (c) the imposition of an excessively harsh regime through which there is systematic assault or maltreatment of the victim over a period of time – this would not include a single incidence of physical assault.
  - (d) the deliberate pre-meditated maltreatment by an individual in a position of responsibility – but excludes:
    - (i) schoolyard and workplace bullying.
    - (ii) treatment/nursing malpractice or any error or omission in the provision of nursing or care/treatment.
- 3) "Affiliated Association(s)" and "Affiliated Club(s)" shall mean each Affiliated Association and Affiliated Club of Equestrian Australia Limited that has elected to participate in the Equestrian Australia Limited national insurance programme.

4) "Bodily Injury" shall mean:

- (a) physical injury, death, illness, disease, disability, shock, fright, mental injury, mental anguish, emotional distress or loss of consortium resulting from any of them.
- (b) the effects of:
  - (i) false arrest, false imprisonment, wrongful eviction, wrongful detention, humiliation,
  - (ii) libel, slander, defamation of character, invasion of right of privacy and
  - (iii) assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property.

5) "Business" shall mean:

The promotion and/or organisation of and/or participation in and/or attendance at Equestrian Activities and/or associated events (including social and fund raising activities) or interests all in connection with Equestrian Australia Limited and the State Branches thereof

but in respect of Direct Members of Equestrian Australia Limited State Branches "Business" shall mean:

The use and/or ownership and/or control of a Horse or Horse-drawn vehicle and direct participation by the Member in other Horse related activities

and in respect of Members of Equestrian Australia Limited Affiliated Associations and Affiliated Clubs "Business" shall mean:

The direct participation by the Member in activities (including social and fund raising activities) organised and/or run by the Affiliated Association or Affiliated Club of which they are a member but excluding whilst travelling to or from such activities

and in respect of Registered Participants in Ready Set Trot Activities "Business" shall mean:

The direct participation by the Registered Participant in Ready Set Trot Activities at a Registered Ready Set Trot Delivery Centre but excluding while travelling to or from the site of the said activity

and no other for the purposes of this Master Policy.

6) "Coach" means a Direct Member of Equestrian Australia Limited who is accredited and qualified in accordance with the requirements of Equestrian Australia Limited and who has elected to participate in the Equestrian Australia Limited national insurance programme.

7) "Costs and Expenses" shall mean:

- (a) all reasonable costs, fees and expenses incurred with the written consent of the Insurers in the defence or settlement of any claim.
- (b) claimants costs, fees and expenses that the Insured shall become legally liable to pay.
- (c) all reasonable costs, fees and expenses incurred with the written consent of the Insurers for representation of the Insured at proceedings in any court arising from any alleged breach of statutory duty or at any coroners inquest or fatal accident enquiry relating to a claim which may be the subject of indemnity under this Master Policy.

- 8) "Employee" shall mean:
- (a) any person under a contract of service or apprenticeship with the Insured
  - (b) any person acting in the capacity of non-executive director of the Insured
  - (c) any labour master or labour only sub-contractor or person supplied by any of them
  - (d) any self-employed person
  - (e) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured
  - (f) any person undertaking work or study experience, training, exchange or similar schemes
  - (g) any person who is being assessed by the Insured as to their suitability for their employment by the Insured
  - (h) any outworker or home worker employed under a contract to personally execute any work in connection with the Business
  - (i) any casual labourer
- while engaged in working for the Insured in connection with the Business.
- 9) "Equestrian Activities" means Dressage, Eventing, Jumping, Para-Equestrian, Show Horse, Carriage Driving, Vaulting, Endurance Riding, Reining, Tent Pegging, Gymkhanas/Mounted Games, Hunts, Interschool, Ready Set Trot, Trail and Social Rides, Riding Club and Pony Club Activities.
- 10) "Financial Loss" shall mean a pecuniary loss, cost or expense by a person other than the Insured which is not incurred as a result of Property Damage or Bodily Injury.
- 11) "Horse" shall mean any horse, pony, donkey, mule, ass or jennet.
- 12) "Member" shall mean:
- (a) Direct Members of Equestrian Australia Limited State Branches
  - (b) Members of Equestrian Australia Limited Affiliated Associations and Affiliated Clubs normally domiciled in the Commonwealth of Australia and New Zealand, and
  - (c) if required by Law, the parent or guardian of the said Member.
  - (d) in the event of the death of the Member, the personal representatives of the Member in respect of liability incurred by the Member.
- Providing that such person shall as though he were the Insured observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions set forth herein.
- 13) "Occurrence" shall mean an event, including continuous or repeated exposures to substantially the same general conditions, which result in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All events of a series consequent upon or attributable to one source or original cause shall be deemed one Occurrence.

14) "Pollution" shall mean:

- (a) pollution or contamination of any description of buildings or other man-made or natural structures or of water or land (including anything growing in or on or contained in or on the land) or of the atmosphere including that within buildings or other man-made or natural structures.
- (b) all Bodily Injury or Property Damage directly or indirectly caused by such pollution or contamination.

15) "Products" shall mean any property (including containers, packaging or labels) manufactured, sold, supplied, hired out, repaired, serviced, altered, installed, erected, processed, tested, treated, grown, constructed, distributed, stored or transported by or on behalf of the Insured in the course of the Business.

16) "Property Damage" shall mean:

- (a) physical damage to or loss or destruction of tangible property including resultant loss of use thereof. All such loss of use shall be deemed to first happen at the time of the physical damage that caused it.
- (b) loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage or destruction of other tangible property which first happened during the Period of Coverage set forth in the Evidence of Insurance or Policy Summary. All such loss of use shall be deemed to first happen at the time of the physical damage that caused it.

17) "Terrorism" shall mean an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) - which:

- (a) is designed to or does:
  - (i) intimidate or influence a de jure or de facto government or the public or a section of the public, or
  - (ii) disrupt any segment of the economy

and

- (b) from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

18) "Vehicle" shall mean any type of machine designed to travel on wheels or on self-laid track (including any trailer or other attachment drawn by any such machine) made or intended to be propelled by other than manual or animal power.

**SECTION 1 - PUBLIC LIABILITY****INSURING AGREEMENT**

The Insurers will, subject to the Limit of Indemnity specified herein, indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages and Costs and Expenses for:

- 1) Accidental Bodily Injury to any person
- 2) Accidental Property Damage
- 3) Accidental nuisance, trespass or interference with any easement right of air light water or way

happening:

- a) anywhere in the Commonwealth of Australia and New Zealand
- b) elsewhere in the world arising out of temporary visits abroad by the Insured for the purposes of the Business and provided any such person is normally resident in the Commonwealth of Australia and New Zealand

during the Period of Coverage set forth in the Evidence of Insurance as a result of an Occurrence and arising in connection with the Business.

In respect of Bodily Injury arising from continuous or repeated inhalation, ingestion or application of any substance and where the Insured and the Insurers cannot agree when the Bodily Injury occurred then the Bodily Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner and any question whether such Bodily Injury occurred during the Period of Coverage set forth in the Evidence of Insurance shall be determined accordingly.

**LIMIT OF INDEMNITY**

The liability of the Insurers for all damages payable by the Insured under this Section to any claimant or number of claimants and all Costs and Expenses in respect of any one claim or all claims of a series arising out of one Occurrence shall not exceed AUD 5,000,000.00

**EXCLUSIONS**

The Insurers shall not indemnify the Insured under this Section against liability:

- 1) for Property Damage to property belonging to the Insured or in the custody or control of the Insured or of any Employee of the Insured other than:
  - (a) Employees' or visitors' property.
  - (b) any premises including contents not being premises leased or rented to the Insured which are temporarily occupied by the Insured for the purpose of carrying out work in or to such premises.
  - (c) property (other than buildings) belonging to third parties - The liability of the Insurers for such Property Damage in respect of any one claim or all claims of a series arising out of one Occurrence shall not exceed AUD 100,000.00

- 2) for Bodily Injury or Property Damage arising from or caused by or through or in connection with the ownership, possession or use by or on behalf of the Insured of any airborne or waterborne craft or vessel (or a manually propelled craft).
- 3) for Bodily Injury or Property Damage arising from or caused by or through or in connection with the ownership, possession or use by or on behalf of the Insured of any Vehicle which is registered or which is required under any legislation to be registered or in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected) other than liability:
  - (a) where such compulsory liability insurance or statutory indemnity does not provided indemnity and the reason for not providing indemnity does not involve a breach of legislation relating to a Vehicle.
  - (b) for Property Damage caused by or arising from the operation or use of any tool or plant forming part of or attached to or used in connection with any Vehicle.
  - (c) for Property Damage arising out of the loading or unloading of goods to or from any Vehicle.
  - (d) for Property Damage to any bridge, weighbridge, road or anything beneath caused by the weight of any Vehicle or load thereon.
  - (e) for Property Damage arising out of any Vehicle temporarily in the Insured's custody or control for the purpose of parking.
  - (f) for Property Damage caused by or arising from the operation or use of any Vehicle which is designed primarily for lifting, lowering, loading or unloading, while being operated or used within the confines of the Insured's premises.
- 4) for Bodily Injury or Property Damage caused by any passenger lift or steam pressure vessel.
- 5) for Bodily Injury or Property Damage caused by any Products after they have ceased to be in the custody or control of the Insured other than food or drink for consumption on the Insured's premises.
- 6) for damage to any wall, fence, hedge, gate, land or crops arising out of the ownership or use by the Insured of Horses unless caused by straying or bolting of a Horse.
- 7) for Bodily Injury or Property Damage caused by or arising from advice, design or specification given for a fee or in circumstances where a fee would normally be charged, but this Exclusion does not apply:
  - (a) where such cover is otherwise afforded by any endorsements attaching to and forming part of this Master Policy.
  - (b) to the first AUD 1,000,000.00 of each Occurrence which results in Bodily Injury or Property Damage.
  - (c) where given in the form of tuition, instruction, coaching, teaching or similar means to Members.

## **EXCESS**

The Public Liability Section excludes the first AUD 2,500.00 of each and every claim for Property Damage.



**EXTENSIONS**

(Subject otherwise to all the terms, Conditions, Limitations and Exclusions of Section 1.)

1) Defective Premises.

The Insurers will indemnify the Insured under Section 1 against liability in respect of Bodily Injury or Property Damage to property arising in respect of any premises disposed of by the Insured.

Provided that the indemnity shall not apply in respect of loss of or damage to or any costs or expenses incurred in repairing, replacing or making any refund in respect of any such premises.

2) Leased or Rented Premises.

Notwithstanding anything contained in Exclusion 1 hereof to the contrary the Insurers will indemnify the Insured under Section 1 against liability for loss of or damage to premises (or fixtures or fittings thereof) leased or rented to the Insured.

Provided that the indemnity shall not apply in respect of liability for:

- (a) loss or damage if the liability is assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement.
- (b) Property Damage to any such premises which is insured under any property or fire insurance policy arranged by the Insured or under which the Insured is entitled to indemnity in respect of such Property Damage.

3) Landowners Indemnity.

Section 1 extends to indemnify in like manner to the Insured any landowner on whose land events or other activities organised by the Insured are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only.

Provided that such person shall as though he were the Insured observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of this Master Policy.

4) Contingent Liability (Non-owned Vehicles).

Notwithstanding anything contained in Exclusion 3 hereof to the contrary Section 1 extends to indemnify the Insured against liability in respect of Bodily Injury or Property Damage arising out of the use of any motor Vehicle owned by an Employee that is being used in connection with the Business.

Provided always that the Insurers shall not be liable for:

- (a) loss of or damage to any such Vehicle.
- (b) Bodily Injury or Property Damage resulting while such Vehicle is being:
  - (i) driven by the Insured.



- (ii) driven with the general consent of the Insured or of the Insured's representatives by any person who, to the knowledge of the Insured or of such representatives, does not hold a licence to drive such Vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- (iii) used in circumstances in which it is compulsory for the Insured to insure or provide security as a requirement of any road traffic legislation.
- (iv) used elsewhere than in the Commonwealth of Australia.

For the purposes of this Extension Definition 1 is deemed deleted and of no effect.

**SECTION 2 - PRODUCTS LIABILITY****INSURING AGREEMENT**

The Insurers will, subject to the Limit of Indemnity specified herein, indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages and Costs and Expenses for:

- 1) Accidental Bodily Injury to any person
- 2) Accidental Property Damage

happening:

- a) anywhere in the Commonwealth of Australia and New Zealand
- b) elsewhere in the world arising out of Products exported from the Commonwealth of Australia and New Zealand

during the Period of Coverage set forth in the Evidence of Insurance as a result of an Occurrence and caused by any Products.

In respect of Bodily Injury arising from continuous or repeated inhalation, ingestion or application of any substance and where the Insured and the Insurers cannot agree when the Bodily Injury occurred then the Bodily Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner and any question whether such Bodily Injury occurred during the Period of Coverage set forth in the Evidence of Insurance shall be determined accordingly.

**LIMIT OF LIABILITY**

The liability of the Insurers for all damages payable by the Insured and Costs and Expenses under this Section in respect of all claims against the Insured arising out of Occurrences happening during the Period of Coverage set forth in the Evidence of Insurance shall not exceed AUD 5,000,000.00 in the aggregate.

**EXCLUSIONS**

The Insurers shall not indemnify the Insured under this Section against liability:

- 1) for Bodily Injury or Property Damage caused by any Products in the custody or control of the Insured.
- 2) for loss of or damage to or any costs or expenses incurred in repairing, replacing, recalling or making any refund in respect of the Products.
- 3) for Bodily Injury or Property Damage arising from the failure of any Product to fulfil its intended function.

- 4) for Bodily Injury or Property Damage arising out of Products relating to aircraft including missiles or spacecraft and any ground support or control equipment used therewith and any Product supplied by the Insured and which to their knowledge is installed in aircraft or used in connection with aircraft or for spare parts for aircraft or tooling used for the manufacture thereof including ground handling tools and equipment training aids instruction manuals blue prints engineering or other data engineering or other advice or services and labour relating to such aircraft or Product.

**EXCESS**

The Products Liability Section excludes the first AUD 2,500.00 of each and every claim for Property Damage.

**EXTENSIONS TO PUBLIC LIABILITY AND PRODUCTS LIABILITY SECTIONS****1) Contractual Liability and Indemnity to Principal.**

The Insurers will, subject otherwise to the terms, Conditions, Limitations and Exclusions of the Public and Products Liability Sections and the General Conditions and General Exclusions of this Master Policy and to the extent that any contract or agreement entered into by the Insured with any third party (hereinafter termed the "Principal") so requires:

- (a) indemnify the Insured against liability assumed by the Insured
- (b) indemnify the Principal in like manner to the Insured in respect of the liability of the Principal

arising out of the performance by the Insured of such contract or agreement.

Provided that:

- (i) the conduct and control of claims is vested in the Insurers.
- (ii) the Principal shall observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of this Master Policy so far as they can apply.
- (iii) the indemnity shall not apply to liquidated damages or under any penalty clause.

Where any indemnity is provided to any Principal the Insurers will treat each Principal and the Insured as though a separate Insurance had been issued to each of them provided that nothing in this Extension shall increase the liability of the Insurers to pay any amount in respect of any one claim or during the Period of Coverage set forth in the Evidence of Insurance in excess of any amount stated in the Section under which the claim is made as the Limit of Indemnity.

**2) Sudden and Accidental Pollution.**

The Insurers will, subject otherwise to the terms, Conditions, Limitations and Exclusions of the Public and Products Liability Sections and the General Conditions and General Exclusions of this Master Policy, indemnify the Insured against liability in respect of Bodily Injury or Property Damage caused by Pollution resulting from a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Coverage set forth in the Evidence of Insurance provided that:

- (a) all Pollution arising out of such incident will be deemed to be one occurrence irrespective of the length of time or number of Periods of Coverage over which such Pollution occurs.
- (b) the Insurers shall not indemnify the Insured under this Extension against any liability in respect of Pollution happening anywhere in the United States of America or Canada.
- (c) nothing in this Extension shall increase the liability of the Insurers to pay any amount in respect of any one claim or during the Period of Coverage set forth in the Evidence of Insurance in excess of any amount stated in the Section under which the claim is made as the Limit of Indemnity.

In respect of this Extension the Limit of Indemnity under Section 1 is amended to read as follows and not as hereinstated:

## LIMIT OF INDEMNITY

The liability of the Insurers for all damages payable by the Insured and Costs and Expenses under this Section in respect of all claims against the Insured arising out of Occurrences happening during the Period of Coverage set forth in the Evidence of Insurance shall not exceed AUD 5,000,000.00 in the aggregate.

### 3) Prosecution Defence Costs.

The Insurers will, subject otherwise to the terms, Conditions, Limitations and Exclusions of the Public and Products Liability Sections and the General Conditions and General Exclusions of this Master Policy, indemnify the Insured against:

- (a) costs and expenses incurred with the written consent of the Insurers
- (b) costs and expenses awarded against the Insured or any Director or Employee of the Insured

in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Coverage set forth in the Evidence of Insurance under any legislation in the Commonwealth of Australia giving rise to duties in relation to the Business where the circumstances of the alleged offence may be the subject of indemnity under this Master Policy.

Provided always that the Insurers shall not be liable:

- (i) for the payment of any fine or penalty.
- (ii) where the prosecution results from a deliberate Management decision, act or omission.

4) Court Attendance.

In the event of any of the under mentioned persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Insured is entitled to indemnity under this Master Policy the Insurers will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- (a) any director or partner of the Insured AUD 250 per day.  
(b) any Employee AUD 100 per day.

5) Professional Indemnity.

The Insurers will, subject otherwise to the terms, Conditions, Limitations and Exclusions of the Public and Products Liability Sections and the General Conditions and General Exclusions of this Master Policy, indemnify the Insured up to but not exceeding the Limit of Liability set forth below, for all sums that the Insured shall become legally liable to pay as damages and Costs and Expenses as a result of any claim **first made against the Insured and notified in writing to the Insurers during the Period of Coverage set forth in the Evidence of Insurance** for:

- (i) breach of professional duty (whether such duty is owed in contract or otherwise) arising from negligent acts, errors or omissions
- (ii) unintentional libel, slander or defamation

whenever or wherever committed or alleged to have been committed in connection with the Business.

Notwithstanding the foregoing, providing the Insured has given the Insurers notice in writing of any facts that might give rise to a claim against the Insured as soon as reasonably practicable after the Insured becomes aware of those facts and before the expiry date of the Period of Coverage set forth in the Evidence of Insurance, then Insurers will act as if any claim notified after the expiry date of the Period of Coverage set forth in the Evidence of Insurance arising out of such facts was first made against the Insured and notified in writing to the Insurers during the Period of Coverage set forth in the Evidence of Insurance.

Provided always that the Insurers shall not be liable to indemnify the Insured for any claim:

- (a) arising directly or indirectly from any dishonest, fraudulent, malicious or illegal act or omission of the Insured or anyone employed by the Insured.
- (b) alleging infringement of copyright, intellectual property rights, patents or registered designs or breach of confidentiality.
- (c) for Bodily Injury or Property Damage for which indemnity is provided to the Insured under the Public Liability or Products Liability Sections hereof.
- (d) in respect of taxes or non compensatory damages of any kind.
- (e) arising directly or indirectly from the insolvency or bankruptcy or provisional liquidation of the Insured.
- (f) arising from the sale or supply of goods by or on behalf of the Insured.
- (g) to pay any trading debts.
- (h) for or in respect of discrimination from any cause.
- (i) arising from loss or deprivation of or damage to documents.
- (j) for or arising out of or in respect of any breach of the Trade Practices Amendment (Australian Consumer Law) Act (No. 2) 2010 (Cth) as amended, or the Trade Practices Act 1974 (Cth) as amended, or the Fair Trading Act 1987 in each Australian State, as amended.
- (k) brought against the Insured arising directly or indirectly out of physical assault or interference as a consequence thereof.
- (l) brought against the Insured arising directly or indirectly from the use of non-medically prescribed drugs.
- (m) arising out of or relating directly or indirectly from or in consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind.
- (n) arising out of any act, error or omission which occurred prior to 30<sup>th</sup> September 2011.

#### LIMIT OF LIABILITY

The liability of the Insurers for all damages payable by the Insured and Costs and Expenses under this Extension in respect of all claims against the Insured during the Period of Coverage set forth in the Evidence of Insurance shall not exceed AUD5,000,000.00 in the aggregate.

#### EXCESS

This Extension excludes the first AUD 2,500.00 of each and every claim.

## SUPPLEMENTARY CONDITIONS

1. The Insurers may, on the receipt by them of the notice from the Insured of any request for indemnity under this Master Policy, take whatever action that they consider appropriate to protect the Insured's position in respect of the claim against the Insured. Such action by the Insurers shall not be regarded as in any way prejudicing their position under this Master Policy and no admission of the Insured's entitlement to indemnity under this Master policy shall be implied.

Solicitors retained by the Insurers to act on behalf of the Insured in relation to any claim against the Insured shall at all times be at liberty to disclose to the Insurers any information obtained in the course of so acting and whether from the Insured or howsoever, and the Insured hereby waives all claims to legal professional privilege which it might otherwise have in respect of all information in each and every claim.

2. The Insurers shall not require the Insured to contest any legal proceedings in respect of any claim against the Insured nor shall the Insured require the Insurers to contest on its behalf any legal proceedings in respect of any such claim unless a Queen's Counsel (to be mutually agreed upon by the Insured and the Insurers) shall advise that such proceedings should be contested. In formulating his advice Counsel shall take in to consideration the economics of the matter, having regard to the damages and costs which are likely to be recovered by the plaintiff, the likely costs of defence and the prospects of the Insured successfully defending the action. The cost of such Queen's Counsel opinion shall for the purposes of this Master Policy be regarded as part of the costs of defence.

In the event that Counsel advises that, having regard to all the circumstances, the matter should not be contested but should be settled, providing settlement can be achieved within certain limits which in Counsel's opinion are reasonable, then the Insured shall not object to any such settlement and shall immediately tender to the Insurers the Excess (or Excesses if more than one claim) specified herein.

6) Abuse.

The Insurers will, subject otherwise to the terms, Conditions, Limitations and Exclusions of the Public and Products Liability Sections and the General Conditions and General Exclusions of this Master Policy, indemnify the Insured up to but not exceeding the Limit of Liability set forth below, for all sums that the Insured shall become legally liable to pay by way of compensation as a result of a claim or claims **first made against the Insured and notified in writing to the Insurers during the Period of Coverage set forth in the Evidence of Insurance** by reason of Bodily Injury arising out of Abuse or any attempt thereat committed or alleged to have been committed by any constituent member of the Insured as provided for herein.

Notwithstanding the foregoing, providing the Insured has given the Insurers notice in writing of any facts that might give rise to a claim against the Insured as soon as reasonably practicable after the Insured becomes aware of those facts and before the expiry date of the Period of Coverage set forth in the Evidence of Insurance, then Insurers will act as if any claim notified after the expiry date of the Period of Coverage set forth in the Evidence of Insurance arising out of such facts was first made against the Insured and notified in writing to the Insurers during the Period of Coverage set forth in the Evidence of Insurance.

Provided always that the Insurers shall not be liable to indemnify the Insured for any claim:

- (a) for which the Insured is entitled to receive indemnity under any other insurance. For the purposes of this Extension only, this exclusion is deemed to replace General Condition 5 hereof.

- (b) for the costs of defending any criminal proceedings.
- (c) arising out of Abuse or any attempt thereat which occurred or is alleged to have occurred prior to 30 September 2011.

This Master Policy shall not indemnify:

- (i) any perpetrator or alleged perpetrator of any Abuse or any attempt thereat.
- (ii) the Insured for any claim or claims brought against the Insured in any country or jurisdiction outside the commonwealth of Australia and New Zealand or claims arising from the enforcement of any judgment, order or award in respect of any action first brought in any court of law, arbitration, tribunal or other judicial body outside the commonwealth of Australia and New Zealand.

#### LIMIT OF LIABILITY

The liability of the Insurers for all compensation payable by the Insured and Costs and Expenses under this Extension in respect of all claims against the Insured during the Period of Coverage set forth in the Evidence of Insurance shall not exceed AUD 2,000,000.00 in the aggregate.

#### EXCESS

This Extension excludes the first AUD 5,000.00 of each and every claim.

#### SUPPLEMENTARY CONDITIONS

1. It is expressly agreed hereunder that all acts of Abuse or any attempt thereat suffered by any individual claimant shall be deemed to be arising out of one original cause. If there is more than one claimant, all acts of Abuse or any attempt thereat suffered by each individual claimant shall be deemed to be arising out of separate original causes.
2. The Insured shall as a condition to the Insured's right to be indemnified hereunder ensure that the Insured complies with all State and National legislation and requirements for dealing with minors.



**SECTION 3 - PERSONAL LIABILITY****INSURING AGREEMENT**

- 1) In respect of each Direct Member of Equestrian Australia Limited State Branches the Insurers will, subject to the Limit of Indemnity specified herein, indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages and Costs and Expenses for:
  - (a) Accidental Bodily Injury to any person
  - (b) Accidental Property Damagehappening anywhere in the world during the Period of Coverage set forth in Policy Summary A as a result of an Occurrence and arising out of the Insured's use and/or ownership and/or control of a Horse(s) or Horse drawn vehicle(s) and direct participation by the Insured in other non income earning Horse related activities.
- 2) In respect of each Member of Equestrian Australia Limited Affiliated Associations and Affiliated Clubs the Insurers will, subject to the Limit of Indemnity specified herein, indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages and Costs and Expenses for:
  - (a) Accidental Bodily Injury to any person
  - (b) Accidental Property Damagehappening anywhere in the world during the Period of Coverage set forth in Policy Summary B as a result of an Occurrence and arising only out of the Insured's attendance at authorised activities of the Equestrian Australia Limited Affiliated Association or Affiliated Club of which they are a member but excluding while travelling to or from the site of the said activity.
- 3) In respect of each Registered Participant in Ready Set Trot Activities the Insurers will, subject to the Limit of Indemnity specified herein, indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages and Costs and Expenses for:
  - (a) Accidental Bodily Injury to any person
  - (b) Accidental Property Damagehappening anywhere in the world during the Period of Coverage set forth in Policy Summary C as a result of an Occurrence and arising only out of the Insured's participation in Ready Set Trot Activities at a Registered Ready Set Trot Delivery Centre but excluding while travelling to or from the site of the said activity.

**LIMIT OF INDEMNITY**

The liability of the Insurers for all damages payable by the Insured under this Section to any claimant or number of claimants and all Costs and Expenses in respect of any one claim or all claims of a series arising out of one Occurrence shall not exceed AUD 5,000,000.00

**EXCLUSIONS**

The Insurers shall not indemnify the Insured under this Section against liability:

- 1) for Bodily Injury to any member of the Insured's family or household.
- 2) for Property Damage to property belonging to or in the care, custody or control of the Insured or member of the Insured's family or household.
- 3) for Bodily Injury or Property Damage arising out of or incidental to any profession, occupation or income earning activities of the Insured. However, this exclusion does not apply to coaches.
- 4) for Bodily Injury or Property Damage directly or indirectly caused by or contributed to by or arising from the use of a Horse or Horse drawn vehicle for hire or reward.

**EXCESS**

The Personal Liability Section excludes the first AUD 2,500.00 of each and every claim for Property Damage.

**GENERAL EXCLUSIONS**

The Insurers shall not be liable under this Master Policy for:

- 1) Bodily Injury or Property Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition.
- 2) Bodily Injury or Property Damage directly or indirectly caused by or contributed to by or arising from:
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 3) any liability which is assumed by the Insured by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
- 4) Bodily Injury or Property Damage for which the Insured is entitled to seek indemnity under:
  - (a) any Policy of Insurance required to be taken out pursuant to any legislation relating to Workers' Compensation, whether or not the Insured is a party to such contract of insurance,
  - (b) any scheme created by legislation to provide compensation to persons who sustain injuries arising out of or in the course of their employment,and this Master Policy shall not be drawn in to contribution with such insurance or scheme.

This exclusion does not apply with respect to liability to others by the Insured under written contract provided that if the Insured:

  - (i) is required by law to insure or otherwise fund, whether through self-insurance, statutory fund or other statutory scheme, all or any Common Law Liability (whether limited or not) for such Bodily Injury,

or

  - (ii) is not required to so insure or otherwise fund such liability by reason only that the Bodily Injury is to a person who is not a "worker" or "employee" within the meaning of the relevant Workers' Compensation Law or the Bodily Injury is not a Bodily Injury which is liable to such law

then this Master Policy will cover liability for Bodily Injury to the extent that the Insured's liability would not be covered under such fund, scheme, policy of insurance or self-insurance arrangement had the Insured complied with its obligations pursuant to such law.
- 5) any claim arising from circumstances known to the Insured prior to the commencement of the Insured's coverage under this Master Policy.
- 6) Bodily Injury, Property Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also excludes Bodily Injury, Property Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If the Insurers allege that by reason of this exclusion, any Bodily Injury, Property Damage, cost or expense is not covered by this Master Policy the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 7) Bodily Injury, Property Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- 8) any claim arising in connection with:
  - (a) handling, removal, stripping out, demolition, storage, transportation or disposal of asbestos and/or any other substance or compound that incorporates asbestos.
  - (b) surveying under the Control of Asbestos at Work Regulations 2002.It is further agreed that this Master Policy shall not apply to:
  - (i) liability directly or indirectly caused by or alleged to be caused by or contributed to by (in whole or in part) or arising from the inhalation and/or ingestion of or the existence of or exposure to asbestos and/or any other substance or compound that incorporates asbestos.
  - (ii) liability which arises as a result of the removal from any building and/or structure of asbestos and/or any other substance or compound that incorporates asbestos as a consequence of an actual or alleged health hazard situation.
  - (iii) any obligation to defend any claim or suit against the Insured alleging liability resulting from (a) or (b) above nor to Insurers' liabilities for defence costs arising therefrom.
- 9) any liability arising from Pollution.
- 10) Bodily Injury or Property Damage which results from a deliberate act or omission of the Insured having regard to the nature and circumstances of such act or omission.
- 11) fines, penalties, performance guarantees, waiver of subrogation rights or punitive or exemplary damages or by way of liquidated or specified damages payable under or pursuant to any agreement.
- 12) multiplied damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier.
- 13) any Financial Loss.
- 14) Bodily Injury arising from the libel or slander of an Employee by another Employee in the course of his employment or of any partner or member of a partnership or joint venture by any other partner or member thereof.
- 15) Bodily Injury or Property Damage directly or indirectly caused by or contributed to by or arising from:

- (i) Polo, Polocrosse or Horseball other than where such activities are organised and run by an Affiliated Association or Affiliated club
- (ii) camp drafting, mustering or cutting cattle.

This exclusion is deemed not to apply in circumstances where the Insured has been given prior written permission by Equestrian Australia Limited to include Team Penning in their official Equestrian Activities.

- (iii) Horse racing, point to point racing or steeplechasing, other than:
  - (1) endurance riding.
  - (2) racing which forms part of an equestrian event the primary purpose of which is not racing and where the said race is not being run under the rules of any turf or similar authority.

16) any claim directly or indirectly arising out of:

- (i) assault, battery or any intentional or deliberate violence committed or alleged to have been committed by the Insured.
- (ii) sexual assault, sexual harassment, sexual molestation or rape.

This Exclusion is deemed not to apply to the Insured or any committee thereof where the assault, battery or any intentional or deliberate violence was neither known to them or at their direction or to the extent provided for in the Abuse Extension to the Public Liability and Products Liability Sections.

**GENERAL CONDITIONS**

- 1) The Insured shall:
  - (a) give immediate notice to the Insurers in writing of anything which may give rise to a claim being made against the Insured and for which there may be liability under this Master Policy.
  - (b) advise the Insurers in writing immediately the Insured has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.

The above conditions are deemed to apply whether or not any such claim is likely to fall within any sum borne by the Insured as an excess.

- 2) The Insured shall provide the Insurers with such particulars and information as the Insurers may require and shall forward to the Insurers immediately on receipt every letter, writ, summons and process. The Insurers shall be entitled at their discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at their own expense and for their own benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required. **No admission of liability or offer, promise or payment shall be made without the written consent of the Insurers.**

Even if the allegations of a suit are groundless, false or fraudulent the Insurers have the right and duty to defend any suit against the Insured for compensation to which indemnity under this Master Policy applies or would apply if the claim was sustained and the Insurers shall make such investigations and settlement of any claim as the Insurers deem expedient.

- 3) The Insurers may at any time at their sole discretion pay to the Insured the maximum sum payable under this Master Policy or any lesser sums for which any claim or claims can be settled and the Insurers shall not be under any further liability hereunder.
- 4) The Insured shall take all reasonable care to prevent accidents and to maintain all buildings, furnishing and Vehicles in sound condition and to employ only competent Employees and to act in accordance with all statutory obligations and regulations. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
- 5) If at any time any claim arises under this Master Policy there be any other insurance effected by or on behalf of the Insured covering the same liability the Insurers shall not be liable to pay or contribute more than its rateable proportion of any such claim and Costs and Expenses in connections therewith, subject to Section 76 of the Insurance Contracts Act 1984. This condition is deemed not to apply in respect of Landowners as provided for in Extension 3 to Section 1.
- 6) This Master Policy may be cancelled:
  - (a) by the Master Policy Holder giving notice to the Insurers at any time. Notice shall be effective when received by the Insurers. The premium shall be adjusted on a pro-rata basis and the Insurers may retain or be entitled to the premium for the period during which this Master Policy was in force.
  - (b) by the Insurers in accordance with the provisions of the Insurance Contracts Act 1984 (as amended).

In the event Insurers have been notified of any circumstances which may give rise to a claim under this Master Policy no return of premium shall be allowed in the event of the cancellation hereof.

Notwithstanding the foregoing in the event of the cancellation of this Master Policy by the Master Policy Holder or by or on behalf of Insurers, the coverage under this Master Policy with respect to each Insured for the Period of Coverage specified in the Evidence of Insurance/Policy Summary issued to such Insured where such Period of Coverage inception prior to the effective date of cancellation shall continue till the natural expiry of such Period of Coverage.

- 7) Any fraud, misstatement or concealment by an Insured in relation to any matter affecting coverage or in connection with the making of a claim hereunder shall entitle the Insurers, without prejudice to any other right(s) they may have under this Master Policy, to refuse to pay such claim in respect of the said Insured.
- 8) The Insurers will, subject to the terms, Conditions, Limitations and Exclusions hereof, treat each party termed the "Insured" as though a separate Insurance had been issued to each of them provided that nothing in this Condition shall increase the liability of the Insurers to pay any amount in respect of any one claim or during the Period of Coverage set forth in the Evidence of Insurance/Policy Summary in excess of the amount stated in the Section under which the claim is made as the Limit of Indemnity.

Notwithstanding the foregoing, it is understood and agreed that this Master Policy shall not indemnify any Insured under this Master Policy for legal liability for Bodily Injury or Property Damage sustained by another Insured under this Master Policy occurring while both Insureds are participating in Polo matches, polocrosse, practice and training sessions.

- 9) In respect of the Public and Products Liability Sections hereof only, the Insured shall give the Insurers immediate notice in writing of any alteration which materially affects the risk.
- 10) Termination of membership of Equestrian Australia Limited or any Affiliated Association or Affiliated Club from any cause will similarly terminate a Member's cover under this Master Policy from the same date.
- 11) If any difference shall arise between the Insurers and the Insured as to the amount to be paid under this Master Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions in that behalf for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurers, subject to Section 43 of the Insurance Contracts Act 1984.
- 12) Any indemnity provided by this Master Policy in respect of legal liability to pay damages (including claimants costs and expenses) shall operate in accordance with the law of any country but not in respect of any judgement, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award, payment or settlement either in whole or in part).
- 13) The Insured shall not enter in to any agreement with another person or organization which excludes or reduces the Insured's rights to make a claim against that person or organization without the Insurers' prior written consent.

The Insurers shall be subrogated to all the Insured(s) rights of recovery against any person or organization before or after any payments under this Master Policy. The Insured shall execute and deliver instruments and papers and do what ever else is necessary to secure such rights. The Insured shall do nothing to prejudice such rights.

Notwithstanding the foregoing, the Insurers agree to waive all their rights of subrogation against:

- (a) any corporation, the majority of whose capital stock is owned or controlled by the Insured.
- (b) any corporation, firm or individual who owns or controls the majority of the capital stock of the Insured.
- (c) any corporation, firm or individual to which or to whom such protection is afforded under this Master Policy, except if such corporation, firm or individual is protected from any such loss by any other policy of indemnity or insurance, in which case the right of subrogation is not waived to the extent and up to the amount of such other policy.
- (d) any Employee or former Employee of the Insured unless the claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the Employee or former Employee

If the premiums due under this Master Policy has not been so paid to Insurers by the dates specified above Insurers shall have the right to cancel this contract by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to Insurers on a pro rata basis for the period that Insurers are on risk but the full Master Policy premium shall be payable to Insurers in the event of a loss or Occurrence prior to the date of termination which gives rise to a valid claim under this Master Policy.

It is agreed that Insurers shall give not less than 15 days prior notice of cancellation to the Insured via the broker. If premium due is paid in full to Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.



If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

- 15) The Insurers shall not provide any indemnity or be liable to pay any claim hereunder to the extent that the provision of such indemnity or the payment of such claim would expose the Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**CONDITIONS APPLICABLE TO THE MASTER POLICY HOLDER ONLY**

- 1) The Master Policy Holder shall use due diligence and exercise due care in all matters pertaining hereto.
- 2) The Insurers or their nominees shall at all reasonable times and upon reasonable notice being given, be entitled to inspect all books, relevant records, correspondence and documents in possession of, or accessible to the Master Policy Holder, which are in any way related to this Master Policy.
- 3) The Master Policy Holder shall immediately forward to:

Marsh Pty Limited,  
Level 14,  
727 Collins Street,  
Melbourne,  
VIC 3008  
Tel: 03 9603 2741

all claims reported under this Master Policy, together with any relevant forms and correspondence. Marsh will report such claim or claims to the Insurers.

- 4) The Master Policy Holder shall give the Insurers notice in writing as soon as reasonably practicable of any alteration which materially affects the risk insured. On receipt of such notice the Insurers shall have the option to continue this Master Policy without amendment, to require payment of an additional premium or to apply appropriate conditions to reflect the change in circumstances.
- 5) The Master Policy Holder shall declare to Marsh Pty Limited at the above address, within 30 days of 30 June 2026 the number of Judges or officials who have elected to participate in the Equestrian Australia Limited National Insurance Programme whilst acting in their capacity as an Equestrian Australia Limited registered judge or official outside of the scope of their duties for the Insured and the premium hereon shall be adjusted at the following rate:

AUD 100.00 per judge or official in excess of the first 50 judges and officials.

The above amounts are not inclusive of Duties, Fees and Taxes.

- 6) The below legal firm is pre-approved to act in the defense of the Insured, Affiliated Organisations of the Insured and Members for a liability claim, subject to confirmation and agreement in respect to a specific claim that they should be appointed on instructions from Insurers. Prior to the legal firms' appointment, Insurers will seek instructions from the Insured, Affiliated Organisations of the Insured and Members.

The appointment of the legal firm will be subject to approval by Insurers on a claim by claim basis. The Insured is authorised to independently appoint the legal firm where the quantum and costs of defense of a claim falls within the Retention / Excess. Where Insurers have agreed rates in place with the legal firm, these will be followed. Where rates are not agreed, the appointment of the law firm is subject to the agreement of rates on a claim by claim basis with Insurers. It is unlikely that the Insured will agree to the legal firm below acting against the Insured if indemnity is in dispute, and Insurers agree to not use this legal firm in relation to an indemnity issue or other issue where the legal firm is required to act against the Insured.

Hall & Wilcox  
Level 9  
60 Castlereagh Street  
Sydney NSW 2000  
Australia

**SCHEDULE**

Master Policy Number: B0509BOWCI2550943

Master Policy Holder: Equestrian Australia Limited,  
Unit 7 11-21 Underwood Road  
Homebush NSW 2140  
Australia

Period of Insurance: From 30 June 2025 at 16:00 hours Australian Eastern Standard Time at the address the Master Policy Holder

To 30 June 2026 at 16:00 hours Australian Eastern Standard Time at the address the Master Policy Holder

Minimum and Deposit Premium: AUD X (100%) Annual, payable in three installments as follows:

Adjustable on expiry at the following rates:

Membership: All membership categories:  
AUD X per member

Horse Activity Days: AUD X per day

Coaches: AUD X per coach.

Dated in London: 26 June 2025

**EVIDENCE OF INSURANCE****EVIDENCE OF PUBLIC AND PRODUCTS LIABILITY INSURANCE  
EFFECTED WITH  
CERTAIN UNDERWRITERS AT LLOYD'S**

Equestrian Australia Limited and the Affiliated Associations and Affiliated Clubs thereof (the "Master Policy Holder") has arranged a Master Policy with Certain Underwriters at Lloyd's (the "Insurers") covering the Legal Liability as defined in the Master Policy of the Parties comprising the Insured specified below (the "Insured").

This Evidence of Insurance is issued as a Notice of Insurance for information only, it does not constitute a legal contract of insurance and is subject to all terms, Conditions, Limitations and Exclusions of the Master Policy which has been issued to Equestrian Australia Limited, a copy of which is available for inspection on application to Equestrian Australia Limited, 11-20 Underwood Road, Homebush, NSW 2140, Australia.

Brief details of coverage are given below.

Master Policy No: B0509BOWCI2550943

Parties comprising the Insured: Equestrian Australia Limited and the Affiliated Associations and Affiliated Clubs thereof and Others as defined herein  
(each of the above being hereafter termed the "Insured")

Period of Coverage: From 30 June 2025 to 30 June 2026 both days at 16.00 Local Standard Time at the address of the Master Policy Holder.

**DEFINITIONS**

In the Master Policy:

- 1) "Insured" shall at the request of the Insured include:
  - (a) any director, executive officer, committee member, office-holder, Employee, trainer, manager, administrator, voluntary worker, selector, judge or other official, medical officer, biosecurity officer, physiotherapist, masseur, ambulance officer but only whilst acting within the scope of their duties for the Insured.
  - (b) any Coach or Trainee Coach who elects to participate in the Equestrian Australia Limited National Insurance Programme whilst acting in their capacity as an Equestrian Australia Limited registered coach or trainee coach and whilst coaching or being coached within their accredited qualifications.
  - (c) Registered Ready Set Trot Delivery Centres whilst engaged in Ready Set Trot activities only.
  - (d) any judge or official who elects to participate in the Equestrian Australia Limited National Insurance Programme whilst acting in their capacity as an Equestrian Australia Limited registered judge or official outside of the scope of their duties for the Insured whether they are earning income through these activities or not.

Provided that:

- (i) each party covered hereunder shall observe fulfil and be subject to the terms exceptions and conditions of the Master Policy or endorsed thereon insofar as they can apply.

- (ii) the Insurers aggregate liability to the Insured and any other party or parties shall not exceed any of the specified amounts detailed in the Public Liability and Products Liability sections of the Master Policy.
- 2) "Abuse" shall mean physical, sexual or psychological behaviour that may include:
  - (a) behaviour which sexualises the victim and uses the victim for sexual gratification.
  - (b) the sexual interaction between two minors if there is a perceived difference in power between the victim and the abuser.
  - (c) the imposition of an excessively harsh regime through which there is systematic assault or maltreatment of the victim over a period of time – this would not include a single incidence of physical assault.
  - (d) the deliberate pre-meditated maltreatment by an individual in a position of responsibility – but excludes:
    - (i) schoolyard and workplace bullying.
    - (ii) treatment/nursing malpractice or any error or omission in the provision of nursing or care/treatment.
- 3) "Affiliated Association(s)" and "Affiliated Club(s)" shall mean each Affiliated Association and Affiliated Club of Equestrian Australia Limited that has elected to participate in the Equestrian Australia Limited national insurance programme.
- 4) "Bodily Injury" shall mean:
  - (a) physical injury, death, illness, disease, disability, shock, fright, mental injury, mental anguish, emotional distress or loss of consortium resulting from any of them.
  - (b) the effects of:
    - (i) false arrest, false imprisonment, wrongful eviction, wrongful detention, humiliation,
    - (ii) libel, slander, defamation of character, invasion of right of privacy and
    - (iii) assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property.
- 5) "Business" shall mean:

The promotion and/or organisation of and/or participation in and/or attendance at Equestrian Activities and/or associated events (including social and fund raising activities) or interests all in connection with Equestrian Australia Limited and the State Branches thereof and no other for the purposes of the Master Policy.
- 6) "Coach" means a Direct member of Equestrian Australia Limited who is accredited and qualified in accordance with the requirements of Equestrian Australia Limited and who has elected to participate in the Equestrian Australia Limited national insurance programme.

- 7) "Costs and Expenses" shall mean:
- (a) all reasonable costs, fees and expenses incurred with the written consent of the Insurers in the defence or settlement of any claim.
  - (b) claimants costs, fees and expenses that the Insured shall become legally liable to pay.
  - (c) all reasonable costs, fees and expenses incurred with the written consent of the Insurers for representation of the Insured at proceedings in any court arising from any alleged breach of statutory duty or at any coroners inquest or fatal accident enquiry relating to a claim which may be the subject of indemnity under the Master Policy.
- 8) "Employee" shall mean:
- (a) any person under a contract of service or apprenticeship with the Insured
  - (b) any person acting in the capacity of non-executive director of the Insured
  - (c) any labour master or labour only sub-contractor or person supplied by any of them
  - (d) any self-employed person
  - (e) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured
  - (f) any person undertaking work or study experience, training, exchange or similar schemes
  - (g) any person who is being assessed by the Insured as to their suitability for their employment by the Insured
  - (h) any outworker or home worker employed under a contract to personally execute any work in connection with the Business
  - (i) any casual labourer
- while engaged in working for the Insured in connection with the Business.
- 9) "Equestrian Activities" means Dressage, Eventing, Jumping, Para-Equestrian, Show Horse, Carriage Driving, Vaulting, Endurance Riding, Reining, Tent Pegging, Gymkhanas/Mounted Games, Hunts, Interschool, Ready Set Trot, Trail and Social Rides, Riding Club and Pony Club Activities.
- 10) "Financial Loss" shall mean a pecuniary loss, cost or expense by a person other than the Insured which is not incurred as a result of Property Damage or Bodily Injury.
- 11) "Horse" shall mean any horse, pony, donkey, mule, ass or jennet.

- 12) "Occurrence" shall mean an event, including continuous or repeated exposures to substantially the same general conditions, which result in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All events of a series consequent upon or attributable to one source or original cause shall be deemed one Occurrence.
- 13) "Pollution" shall mean:
- (a) pollution or contamination of any description of buildings or other man-made or natural structures or of water or land (including anything growing in or on or contained in or on the land) or of the atmosphere including that within buildings or other man-made or natural structures.
  - (b) all Bodily Injury or Property Damage directly or indirectly caused by such pollution or contamination.
- 14) "Products" shall mean any property (including containers, packaging or labels) manufactured, sold, supplied, hired out, repaired, serviced, altered, installed, erected, processed, tested, treated, grown, constructed, distributed, stored or transported by or on behalf of the Insured in the course of the Business.
- 15) "Property Damage" shall mean:
- (a) physical damage to or loss or destruction of tangible property including resultant loss of use thereof. All such loss of use shall be deemed to first happen at the time of the physical damage that caused it.
  - (b) loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage or destruction of other tangible property which first happened during the Period of Coverage set forth herein. All such loss of use shall be deemed to first happen at the time of the physical damage that caused it.
- 16) "Terrorism" shall mean an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) - which:
- (a) is designed to or does:
    - (i) intimidate or influence a de jure or de facto government or the public or a section of the public, or
    - (ii) disrupt any segment of the economyand
  - (b) from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.
- 17) "Vehicle" shall mean any type of machine designed to travel on wheels or on self-laid track (including any trailer or other attachment drawn by any such machine) made or intended to be propelled by other than manual or animal power.



**SECTION 1 - PUBLIC LIABILITY****INSURING AGREEMENT**

The Insurers under the Public Liability Section will, subject to the Limit of Indemnity specified therein, indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages and Costs and Expenses for:

- 1) Accidental Bodily Injury to any person
- 2) Accidental Property Damage
- 3) Accidental nuisance, trespass or interference with any easement right of air light water or way happening:
  - a) anywhere in the Commonwealth of Australia and New Zealand
  - b) elsewhere in the world arising out of temporary visits abroad by the Insured for the purposes of the Business and provided any such person is normally resident in the Commonwealth of Australia and New Zealand

during the Period of Coverage set forth herein as a result of an Occurrence and arising in connection with the Business.

In respect of Bodily Injury arising from continuous or repeated inhalation, ingestion or application of any substance and where the Insured and the Insurers cannot agree when the Bodily Injury occurred then the Bodily Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner and any question whether such Bodily Injury occurred during the Period of Coverage set forth herein shall be determined accordingly.

**LIMIT OF INDEMNITY**

The liability of the Insurers for all damages payable by the Insured under the Public Liability Section to any claimant or number of claimants and all Costs and Expenses in respect of any one claim or all claims of a series arising out of one Occurrence shall not exceed AUD 5,000,000.00

**EXCLUSIONS**

The Insurers under the Master Policy shall not indemnify the Insured under the Public Liability Section against liability:

- 1) for Property Damage to property belonging to the Insured or in the custody or control of the Insured or of any Employee of the Insured other than:
  - (a) Employees' or visitors' property.
  - (b) any premises including contents not being premises leased or rented to the Insured which are temporarily occupied by the Insured for the purpose of carrying out work in or to such premises.

- (c) property (other than buildings) belonging to third parties - The liability of the Insurers for such Property Damage in respect of any one claim or all claims of a series arising out of one Occurrence shall not exceed AUD 100,000.00
- 2) for Bodily Injury or Property Damage arising from or caused by or through or in connection with the ownership, possession or use by or on behalf of the Insured of any airborne or waterborne craft or vessel (or a manually propelled craft).
- 3) for Bodily Injury or Property Damage arising from or caused by or through or in connection with the ownership, possession or use by or on behalf of the Insured of any Vehicle which is registered or which is required under any legislation to be registered or in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected) other than liability:
  - (a) where such compulsory liability insurance or statutory indemnity does not provided indemnity and the reason for not providing indemnity does not involve a breach of legislation relating to a Vehicle.
  - (b) for Property Damage caused by or arising from the operation or use of any tool or plant forming part of or attached to or used in connection with any Vehicle.
  - (c) for Property Damage arising out of the loading or unloading of goods to or from any Vehicle.
  - (d) for Property Damage to any bridge, weighbridge, road or anything beneath caused by the weight of any Vehicle or load thereon.
  - (e) for Property Damage arising out of any Vehicle temporarily in the Insured's custody or control for the purpose of parking.
  - (f) for Property Damage caused by or arising from the operation or use of any Vehicle which is designed primarily for lifting, lowering, loading or unloading, while being operated or used within the confines of the Insured's premises.
- 4) for Bodily Injury or Property Damage caused by any passenger lift or steam pressure vessel.
- 5) for Bodily Injury or Property Damage caused by any Products after they have ceased to be in the custody or control of the Insured other than food or drink for consumption on the Insured's premises.
- 6) for damage to any wall, fence, hedge, gate, land or crops arising out of the ownership or use by the Insured of Horses unless caused by straying or bolting of a Horse.
- 7) for Bodily Injury or Property Damage caused by or arising from advice, design or specification given for a fee or in circumstances where a fee would normally be charged, but this Exclusion does not apply:
  - (a) where such cover is otherwise afforded by any endorsements attaching to and forming part of the Master Policy.
  - (b) to the first AUD 1,000,000.00 of each Occurrence which results in Bodily Injury or Property Damage.

- (c) where given in the form of tuition, instruction, coaching, teaching or similar means to Members.

**EXCESS**

The Public Liability Section excludes the first AUD 2,500.00 of each and every claim for Property Damage.

**EXTENSIONS**

(Subject otherwise to all the terms, Conditions, Limitations and Exclusions of the Public Liability Section.)

1) Defective Premises.

The Insurers will indemnify the Insured under the Public Liability Section against liability in respect of Bodily Injury or Property Damage to property arising in respect of any premises disposed of by the Insured.

Provided that the indemnity shall not apply in respect of loss of or damage to or any costs or expenses incurred in repairing, replacing or making any refund in respect of any such premises.

2) Leased or Rented Premises.

Notwithstanding anything contained in Exclusion 1 of the Public Liability Section to the contrary the Insurers will indemnify the Insured under the Public Liability Section against liability for loss of or damage to premises (or fixtures or fittings thereof) leased or rented to the Insured.

Provided that the indemnity shall not apply in respect of liability for:

- (a) loss or damage if the liability is assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement.

- (b) Property Damage to any such premises which is insured under any property or fire insurance policy arranged by the Insured or under which the Insured is entitled to indemnity in respect of such Property Damage.

3) Landowners Indemnity.

The Public Liability Section extends to indemnify in like manner to the Insured any landowner on whose land events or other activities organised by the Insured are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only.

Provided that such person shall as though he were the Insured observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of the Master Policy.

4) Contingent Liability (Non-owned Vehicles).

Notwithstanding anything contained in Exclusion 3 of the Public Liability Section to the contrary the Public Liability Section extends to indemnify the Insured against liability in respect of Bodily Injury or Property Damage arising out of the use of any motor Vehicle owned by an Employee that is being used in connection with the Business.

Provided always that the Insurers shall not be liable for:

- (a) loss of or damage to any such Vehicle.

- (b) Bodily Injury or Property Damage resulting while such Vehicle is being:
- (i) driven by the Insured.
  - (ii) driven with the general consent of the Insured or of the Insured's representatives by any person who, to the knowledge of the Insured or of such representatives, does not hold a licence to drive such Vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
  - (iii) used in circumstances in which it is compulsory for the Insured to insure or provide security as a requirement of any road traffic legislation.
  - (iv) used elsewhere than in the Commonwealth of Australia.

For the purposes of this Extension Definition 1 is deemed deleted and of no effect.

## **SECTION 2 - PRODUCTS LIABILITY**

### **INSURING AGREEMENT**

The Insurers under the Products Liability Section will, subject to the Limit of Indemnity specified therein, indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages and Costs and Expenses for:

- 1) Accidental Bodily Injury to any person
- 2) Accidental Property Damage

happening:

- a) anywhere in the Commonwealth of Australia and New Zealand
- b) elsewhere in the world arising out of Products exported from the Commonwealth of Australia and New Zealand

during the Period of Coverage set forth herein as a result of an Occurrence and caused by any Products.

In respect of Bodily Injury arising from continuous or repeated inhalation, ingestion or application of any substance and where the Insured and the Insurers cannot agree when the Bodily Injury occurred then the Bodily Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner and any question whether such Bodily Injury occurred during the Period of Coverage set forth herein shall be determined accordingly.

### **LIMIT OF LIABILITY**

The liability of the Insurers for all damages payable by the Insured and Costs and Expenses under the Products Liability Section in respect of all claims against the Insured arising out of Occurrences happening during the Period of Coverage set forth herein shall not exceed AUD 5,000,000.00 in the aggregate.

**EXCLUSIONS**

The Insurers under the Master Policy shall not indemnify the Insured under the Products Liability Section against liability:

- 1) for Bodily Injury or Property Damage caused by any Products in the custody or control of the Insured.
- 2) for loss of or damage to or any costs or expenses incurred in repairing, replacing, recalling or making any refund in respect of the Products.
- 3) for Bodily Injury or Property Damage arising from the failure of any Product to fulfil its intended function.
- 4) for Bodily Injury or Property Damage arising out of Products relating to aircraft including missiles or spacecraft and any ground support or control equipment used therewith and any Product supplied by the Insured and which to their knowledge is installed in aircraft or used in connection with aircraft or for spare parts for aircraft or tooling used for the manufacture thereof including ground handling tools and equipment training aids instruction manuals blue prints engineering or other data engineering or other advice or services and labour relating to such aircraft or Product.

**EXCESS**

The Products Liability Section excludes the first AUD 2,500.00 of each and every claim for Property Damage.

**EXTENSIONS TO PUBLIC LIABILITY AND PRODUCTS LIABILITY SECTIONS**

- 1) Contractual Liability and Indemnity to Principal.

The Insurers will, subject otherwise to the terms, Conditions, Limitations and Exclusions of the Public and Products Liability Sections and the General Conditions and General Exclusions of the Master Policy and to the extent that any contract or agreement entered into by the Insured with any third party (hereinafter termed the "Principal") so requires:

- (a) indemnify the Insured against liability assumed by the Insured
- (b) indemnify the Principal in like manner to the Insured in respect of the liability of the Principal arising out of the performance by the Insured of such contract or agreement.

Provided that:

- (i) the conduct and control of claims is vested in the Insurers.
- (ii) the Principal shall observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of the Master Policy so far as they can apply.
- (iii) the indemnity shall not apply to liquidated damages or under any penalty clause.

Where any indemnity is provided to any Principal the Insurers will treat each Principal and the Insured as though a separate Insurance had been issued to each of them provided that nothing in this Extension shall increase the liability of the Insurers to pay any amount in respect of any one claim or during the Period of Coverage set forth herein in excess of any amount stated in the Section under which the claim is made as the Limit of Indemnity.

2) Sudden and Accidental Pollution.

The Insurers will, subject otherwise to the terms, Conditions, Limitations and Exclusions of the Public and Products Liability Sections and the General Conditions and General Exclusions of the Master Policy, indemnify the Insured against liability in respect of Bodily Injury or Property Damage caused by Pollution resulting from a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Coverage set forth herein provided that:

- (a) all Pollution arising out of such incident will be deemed to be one occurrence irrespective of the length of time or number of Periods of Coverage over which such Pollution occurs.
- (b) the Insurers shall not indemnify the Insured under this Extension against any liability in respect of Pollution happening anywhere in the United States of America or Canada.
- (c) nothing in this Extension shall increase the liability of the Insurers to pay any amount in respect of any one claim or during the Period of Coverage set forth herein in excess of any amount stated in the Section under which the claim is made as the Limit of Indemnity.

In respect of this Extension the Limit of Indemnity under the Public Liability Section is amended to read as follows and not as hereinstated:

LIMIT OF INDEMNITY

The liability of the Insurers for all damages payable by the Insured and Costs and Expenses under the Public Liability Section in respect of all claims against the Insured arising out of Occurrences happening during the Period of Coverage set forth herein shall not exceed AUD 5,000,000.00 in the aggregate.

3) Prosecution Defence Costs.

The Insurers will, subject otherwise to the terms, Conditions, Limitations and Exclusions of the Public and Products Liability Sections and the General Conditions and General

Exclusions of the Master Policy, indemnify the Insured against:

- (a) costs and expenses incurred with the written consent of the Insurers
- (b) costs and expenses awarded against the Insured or any Director or Employee of the Insured

in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Coverage set forth herein under any legislation in the Commonwealth of Australia giving rise to duties in relation to the Business where the circumstances of the alleged offence may be the subject of indemnity under the Master Policy.

Provided always that the Insurers shall not be liable:

- (i) for the payment of any fine or penalty.
- (ii) where the prosecution results from a deliberate Management decision, act or omission.

4) Court Attendance.

In the event of any of the under mentioned persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Insured is entitled to indemnity under the Master Policy the Insurers will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- (a) any director or partner of the Insured AUD 250 per day.
- (b) any Employee AUD 100 per day.

5) Professional Indemnity.

The Insurers will, subject otherwise to the terms, Conditions, Limitations and Exclusions of the Public and Products Liability Sections and the General Conditions and General Exclusions of the Master Policy, indemnify the Insured up to but not exceeding the Limit of Liability set forth below, for all sums that the Insured shall become legally liable to pay as damages and Costs and Expenses as a result of any claim **first made against the Insured and notified in writing to the Insurers during the Period of Coverage set forth herein** for:

- (i) breach of professional duty (whether such duty is owed in contract or otherwise) arising from negligent acts, errors or omissions
- (ii) unintentional libel, slander or defamation

whenever or wherever committed or alleged to have been committed in connection with the Business.

Notwithstanding the foregoing, providing the Insured has given the Insurers notice in writing of any facts that might give rise to a claim against the Insured as soon as reasonably practicable after the Insured becomes aware of those facts and before the expiry date of the Period of Coverage set forth in the Evidence of Insurance, then Insurers will act as if any claim notified after the expiry date of the Period of Coverage set forth in the Evidence of Insurance arising out of such facts was first made against the Insured and notified in writing to the Insurers during the Period of Coverage set forth in the Evidence of Insurance.

Provided always that the Insurers shall not be liable to indemnify the Insured for any claim:

- (a) arising directly or indirectly from any dishonest, fraudulent, malicious or illegal act or omission of the Insured or anyone employed by the Insured.
- (b) alleging infringement of copyright, intellectual property rights, patents or registered designs or breach of confidentiality.
- (c) for Bodily Injury or Property Damage for which indemnity is provided to the Insured under the Public Liability or Products Liability Sections hereof.
- (d) in respect of taxes or non compensatory damages of any kind.
- (e) arising directly or indirectly from the insolvency or bankruptcy or provisional liquidation of the Insured.
- (f) arising from the sale or supply of goods by or on behalf of the Insured.
- (g) to pay any trading debts.
- (h) for or in respect of discrimination from any cause.
- (i) arising from loss or deprivation of or damage to documents.
- (j) for or arising out of or in respect of any breach of the Trade Practices Amendment (Australian Consumer Law) Act (No. 2) 2010 (Cth) as amended, or the Trade Practices Act 1974 (Cth) as amended, or the Fair Trading Act 1987 in each Australian State, as amended.
- (k) brought against the Insured arising directly or indirectly out of physical assault or interference as a consequence thereof.
- (l) brought against the Insured arising directly or indirectly from the use of non-medically prescribed drugs.
- (m) arising out of or relating directly or indirectly from or in consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind.
- (n) arising out of any act, error or omission which occurred prior to 30<sup>th</sup> September 2011.

#### LIMIT OF LIABILITY

The liability of the Insurers for all damages payable by the Insured and Costs and Expenses under the Professional Indemnity Extension in respect of all claims against the Insured during the Period of Coverage set forth herein shall not exceed AUD 5,000,000.00 in the aggregate.

#### EXCESS

This Extension excludes the first AUD 2,500.00 of each and every claim.



## SUPPLEMENTARY CONDITIONS

1. The Insurers may, on the receipt by them of the notice from the Insured of any request for indemnity under the Master Policy, take whatever action that they consider appropriate to protect the Insured's position in respect of the claim against the Insured. Such action by the Insurers shall not be regarded as in any way prejudicing their position under the Master Policy and no admission of the Insured's entitlement to indemnity under the Master policy shall be implied.

Solicitors retained by the Insurers to act on behalf of the Insured in relation to any claim against the Insured shall at all times be at liberty to disclose to the Insurers any information obtained in the course of so acting and whether from the Insured or howsoever, and the Insured hereby waives all claims to legal professional privilege which it might otherwise have in respect of all information in each and every claim.

2. The Insurers shall not require the Insured to contest any legal proceedings in respect of any claim against the Insured nor shall the Insured require the Insurers to contest on its behalf any legal proceedings in respect of any such claim unless a Queen's Counsel (to be mutually agreed upon by the Insured and the Insurers) shall advise that such proceedings should be contested. In formulating his advice Counsel shall take in to consideration the economics of the matter, having regard to the damages and costs which are likely to be recovered by the plaintiff, the likely costs of defence and the prospects of the Insured successfully defending the action. The cost of such Queen's Counsel opinion shall for the purposes of the Master Policy be regarded as part of the costs of defence.

In the event that Counsel advises that, having regard to all the circumstances, the matter should not be contested but should be settled, providing settlement can be achieved within certain limits which in Counsel's opinion are reasonable, then the Insured shall not object to any such settlement and shall immediately tender to the Insurers the Excess (or Excesses if more than one claim) specified herein.

6) Abuse.

The Insurers will, subject otherwise to the terms, Conditions, Limitations and Exclusions of the Public and Products Liability Sections and the General Conditions and General Exclusions of the Master Policy, indemnify the Insured up to but not exceeding the Limit of Liability set forth below, for all sums that the Insured shall become legally liable to pay by way of compensation as a result of a claim or claims **first made against the Insured and notified in writing to the Insurers during the Period of Coverage set forth herein** by reason of Bodily Injury arising out of Abuse or any attempt thereat committed or alleged to have been committed by any constituent member of the Insured as provided for herein. Notwithstanding the foregoing, providing the Insured has given the Insurers notice in writing of any facts that might give rise to a claim against the Insured as soon as reasonably practicable after the Insured becomes aware of those facts and before the expiry date of the Period of Coverage set forth herein, then Insurers will act as if any claim notified after the expiry date of the Period of Coverage set forth herein arising out of such facts was first made against the Insured and notified in writing to the Insurers during the Period of Coverage set forth herein.

Provided always that the Insurers shall not be liable to indemnify the Insured for any claim:

- (a) for which the Insured is entitled to receive indemnity under any other insurance. For the purposes of this Extension only, this exclusion is deemed to replace General Condition 5 of the Master Policy.
- (b) for the costs of defending any criminal proceedings.
- (c) arising out of Abuse or any attempt thereat which occurred or is alleged to have occurred prior to 30 September 2011.

The Master Policy shall not indemnify:

- (i) any perpetrator or alleged perpetrator of any Abuse or any attempt thereat.
- (ii) the Insured for any claim or claims brought against the Insured in any country or jurisdiction outside the commonwealth of Australia and New Zealand or claims arising from the enforcement of any judgment, order or award in respect of any action first brought in any court of law, arbitration, tribunal or other judicial body outside the commonwealth of Australia and New Zealand.

#### LIMIT OF LIABILITY

The liability of the Insurers for all compensation payable by the Insured and Costs and Expenses under this Extension in respect of all claims against the Insured during the Period of Coverage set forth herein shall not exceed AUD 2,000,000.00 in the aggregate.

#### EXCESS

This Extension excludes the first AUD 5,000.00 of each and every claim.

#### SUPPLEMENTARY CONDITIONS

1. It is expressly agreed hereunder that all acts of Abuse or any attempt thereat suffered by any individual claimant shall be deemed to be arising out of one original cause. If there is more than one claimant, all acts of Abuse or any attempt thereat suffered by each individual claimant shall be deemed to be arising out of separate original causes.
2. The Insured shall as a condition to the Insured's right to be indemnified hereunder ensure that the Insured complies with all State and National legislation and requirements for dealing with minors.

#### **GENERAL EXCLUSIONS**

The Insurers under the Master Policy shall not be liable for:

- 1) Bodily Injury or Property Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition.

- 2) Bodily Injury or Property Damage directly or indirectly caused by or contributed to by or arising from:
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 3) any liability which is assumed by the Insured by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
- 4) Bodily Injury or Property Damage for which the Insured is entitled to seek indemnity under:
  - (a) any Policy of Insurance required to be taken out pursuant to any legislation relating to Workers' Compensation, whether or not the Insured is a party to such contract of insurance,
  - (b) any scheme created by legislation to provide compensation to persons who sustain injuries arising out of or in the course of their employment,

and the Master Policy shall not be drawn in to contribution with such insurance or scheme.

This exclusion does not apply with respect to liability to others by the Insured under written contract provided that if the Insured:

- (i) is required by law to insure or otherwise fund, whether through self-insurance, statutory fund or other statutory scheme, all or any Common Law Liability (whether limited or not) for such Bodily Injury,
- or
- (ii) is not required to so insure or otherwise fund such liability by reason only that the Bodily Injury is to a person who is not a "worker" or "employee" within the meaning of the relevant Workers' Compensation Law or the Bodily Injury is not a Bodily Injury which is liable to such law

then the Master Policy will cover liability for Bodily Injury to the extent that the Insured's liability would not be covered under such fund, scheme, policy of insurance or self-insurance arrangement had the Insured complied with its obligations pursuant to such law.

- 5) any claim arising from circumstances known to the Insured prior to the commencement of the Insured's coverage under the Master Policy.
- 6) Bodily Injury, Property Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also excludes Bodily Injury, Property Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If the Insurers allege that by reason of this exclusion, any Bodily Injury, Property Damage, cost or expense is not covered by the Master Policy the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 7) Bodily Injury, Property Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

- 8) any claim arising in connection with:

(a) handling, removal, stripping out, demolition, storage, transportation or disposal of asbestos and/or any other substance or compound that incorporates asbestos.

(b) surveying under the Control of Asbestos at Work Regulations 2002.

It is further agreed that the Master Policy shall not apply to:

(i) liability directly or indirectly caused by or alleged to be caused by or contributed to by (in whole or in part) or arising from the inhalation and/or ingestion of or the existence of or exposure to asbestos and/or any other substance or compound that incorporates asbestos.

(ii) liability which arises as a result of the removal from any building and/or structure of asbestos and/or any other substance or compound that incorporates asbestos as a consequence of an actual or alleged health hazard situation.

(iii) any obligation to defend any claim or suit against the Insured alleging liability resulting from (a) or (b) above nor to Insurers' liabilities for defence costs arising therefrom.

- 9) any liability arising from Pollution.

- 10) Bodily Injury or Property Damage which results from a deliberate act or omission of the Insured having regard to the nature and circumstances of such act or omission.

- 11) fines, penalties, performance guarantees, waiver of subrogation rights or punitive or exemplary damages or by way of liquidated or specified damages payable under or pursuant to any agreement.

- 12) multiplied damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier.

- 13) any Financial Loss.

- 14) Bodily Injury arising from the libel or slander of an Employee by another Employee in the course of his employment or of any partner or member of a partnership or joint venture by any other partner or member thereof.

15) Bodily Injury or Property Damage directly or indirectly caused by or contributed to by or arising from:

- (i) Polo, Polocrosse or Horseball other than where such activities are organised and run by an Affiliated Association or Affiliated club
- (ii) camp drafting, mustering or cutting cattle.  
This exclusion is deemed not to apply in circumstances where the Insured has been given prior written permission by Equestrian Australia Limited to include Team Penning in their official Equestrian Activities.
- (iii) Horse racing, point to point racing or steeplechasing, other than:
  - (1) endurance riding.
  - (2) racing which forms part of an equestrian event the primary purpose of which is not racing and where the said race is not being run under the rules of any turf or similar authority.

16) any claim directly or indirectly arising out of:

- (i) assault, battery or any intentional or deliberate violence committed or alleged to have been committed by the Insured.
- (ii) sexual assault, sexual harassment, sexual molestation or rape.

This Exclusion is deemed not to apply to the Insured or any committee thereof where the assault, battery or any intentional or deliberate violence was neither known to them or at their direction or to the extent provided for in the Abuse Extension to the Public Liability and Products Liability Sections.

**GENERAL CONDITIONS**

## 1) The Insured shall:

- (a) give immediate notice to the Insurers in writing of anything which may give rise to a claim being made against the Insured and for which there may be liability under the Master Policy.
- (b) advise the Insurers in writing immediately the Insured has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.

The above conditions are deemed to apply whether or not any such claim is likely to fall within any sum borne by the Insured as an excess.

2) The Insured shall provide the Insurers with such particulars and information as the Insurers may require and shall forward to the Insurers immediately on receipt every letter, writ, summons and process. The Insurers shall be entitled at their discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at their own expense and for their own benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required. **No admission of liability or offer, promise or payment shall be made without the written consent of the Insurers.**

Even if the allegations of a suit are groundless, false or fraudulent the Insurers have the right and duty to defend any suit against the Insured for compensation to which indemnity under the Master Policy applies or would apply if the claim was sustained and the Insurers shall make such investigations and settlement of any claim as the Insurers deem expedient.

## 3) The Insurers may at any time at their sole discretion pay to the Insured the maximum sum payable under the Master Policy or any lesser sums for which any claim or claims can be settled and the Insurers shall not be under any further liability hereunder.

## 4) The Insured shall take all reasonable care to prevent accidents and to maintain all buildings, furnishing and Vehicles in sound condition and to employ only competent Employees and to act in accordance with all statutory obligations and regulations. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.

## 5) If at any time any claim arises under the Master Policy there be any other insurance effected by or on behalf of the Insured covering the same liability the Insurers shall not be liable to pay or contribute more than its rateable proportion of any such claim and Costs and Expenses in connections therewith, subject to Section 76 of the Insurance Contracts Act 1984. This condition is deemed not to apply in respect of Landowners as provided for in Extension 3 to Section 1.

## 6) The Master Policy may be cancelled:

- (a) by the Master Policy Holder giving notice to the Insurers at any time. Notice shall be effective when received by the Insurers. The premium shall be adjusted on a pro-rata basis and the Insurers may retain or be entitled to the premium for the period during which this Master Policy was in force.

- (b) by the Insurers in accordance with the provisions of the Insurance Contracts Act 1984 (as amended).

In the event Insurers have been notified of any circumstances which may give rise to a claim under the Master Policy no return of premium shall be allowed in the event of the cancellation hereof.

Notwithstanding the foregoing in the event of the cancellation of the Master Policy by the Master Policy Holder or by or on behalf of Insurers, the coverage under the Master Policy with respect to each Insured for the Period of Coverage specified in the Evidence of Insurance/Policy Summary issued to such Insured where such Period of Coverage incepted prior to the effective date of cancellation shall continue till the natural expiry of such Period of Coverage.

- 7) Any fraud, misstatement or concealment by an Insured in relation to any matter affecting coverage or in connection with the making of a claim under the Master Policy shall entitle the Insurers, without prejudice to any other right(s) they may have under the Master Policy, to refuse to pay such claim in respect of the said Insured.
- 8) The Insurers will, subject to the terms, Conditions, Limitations and Exclusions hereof, treat each party termed the "Insured" as though a separate Insurance had been issued to each of them provided that nothing in this Condition shall increase the liability of the Insurers to pay any amount in respect of any one claim or during the Period of Coverage set forth herein in excess of the amount stated in the Section under which the claim is made as the Limit of Indemnity.

Notwithstanding the foregoing, it is understood and agreed that the Master Policy shall not indemnify any Insured under the Master Policy for legal liability for Bodily Injury or Property Damage sustained by another Insured under the Master Policy occurring while both Insureds are participating in Polo matches, polocrosse, practice and training sessions.

- 9) The Insured shall give the Insurers immediate notice in writing of any alteration which materially affects the risk.
- 10) If any difference shall arise between the Insurers and the Insured as to the amount to be paid under the Master Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions in that behalf for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurers, subject to Section 43 of the Insurance Contracts Act 1984.
- 11) Any indemnity provided by the Master Policy in respect of legal liability to pay damages (including claimants costs and expenses) shall operate in accordance with the law of any country but not in respect of any judgement, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award, payment or settlement either in whole or in part).
- 12) The Insured shall not enter in to any agreement with another person or organization which excludes or reduces the Insured's rights to make a claim against that person or organization without the Insurers' prior written consent.



The Insurers shall be subrogated to all the Insured(s) rights of recovery against any person or organization before or after any payments under the Master Policy. The Insured shall execute and deliver instruments and papers and do what ever else is necessary to secure such rights. The Insured shall do nothing to prejudice such rights.

Notwithstanding the foregoing, the Insurers agree to waive all their rights of subrogation against:

- (a) any corporation, the majority of whose capital stock is owned or controlled by the Insured.
  - (b) any corporation, firm or individual who owns or controls the majority of the capital stock of the Insured.
  - (c) any corporation, firm or individual to which or to whom such protection is afforded under the Master Policy, except if such corporation, firm or individual is protected from any such loss by any other policy of indemnity or insurance, in which case the right of subrogation is not waived to the extent and up to the amount of such other policy.
  - (d) any Employee or former Employee of the Insured unless the claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the Employee or former Employee
- 13) The Insurers shall not provide any indemnity or be liable to pay any claim under the Master Policy to the extent that the provision of such indemnity or the payment of such claim would expose the Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to:

Marsh Pty Limited,  
Level 14,  
727 Collins Street,  
Melbourne,  
VIC 3008  
Tel: 03 9603 2741

who will report such claim or claims to the Insurers.

#### AUSTRALIAN DISPUTE RESOLUTION

This Insurance is not subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice.

#### **Complaints and disputes**

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Marsh Complaints Officer in the first instance:



Marsh Complaints Officer  
Phone: (03) 9603 2338  
Email: [complaints.australia@marsh.com](mailto:complaints.australia@marsh.com)

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)  
Telephone: (02) 8298 0783  
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Post: GPO Box 3 Melbourne VIC 3001  
Website: [www.afca.org.au](http://www.afca.org.au)

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters 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 Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

*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 Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance notice should be given to:

Marsh Pty Limited  
727 Collins Street  
Melbourne VIC 3008  
Australia

LMA5545 (amended)  
17 May 2021

**POLICY SUMMARY A**  
**PERSONAL LIABILITY INSURANCE**  
**EFFECTED WITH**  
**CERTAIN UNDERWRITERS AT LLOYD'S**

Equestrian Australia Limited and the Affiliated Associations and Affiliated Clubs thereof (the "Master Policy Holder") has arranged a Master Policy with Certain Underwriters at Lloyd's (the "Insurers") covering the Legal Liability as defined in the Master Policy of the Parties comprising the Insured specified below (the "Insured").

This Policy Summary is issued as a Notice of Insurance for information only, it does not constitute a legal contract of insurance and is subject to all terms, Conditions, Limitations and Exclusions of the Master Policy which has been issued to Equestrian Australia Limited, a copy of which is available for inspection on application to Equestrian Australia Limited, 11-20 Underwood Road, Homebush, NSW 2140, Australia.

Brief details of coverage are given below.

Master Policy No: B0509BOWCI2550943

Parties comprising the Insured: Direct Members of Equestrian Australia Limited State Branches

(each such Member being hereafter termed the "Insured")

Period of Coverage: From 30 June 2025 to 30 June 2026 both days at 16.00 Local Standard Time at the address of the Master Policy Holder.

**DEFINITIONS**

In the Master Policy:

- 1) "Affiliated Association(s)" and "Affiliated Club(s)" shall mean each Affiliated Association and Affiliated Club of Equestrian Australia Limited that has elected to participate in the Equestrian Australia Limited national insurance programme.
- 2) "Bodily Injury" shall mean:
  - (a) physical injury, death, illness, disease, disability, shock, fright, mental injury, mental anguish, emotional distress or loss of consortium resulting from any of them.
  - (b) the effects of:
    - (i) false arrest, false imprisonment, wrongful eviction, wrongful detention, humiliation,
    - (ii) libel, slander, defamation of character, invasion of right of privacy and
    - (iii) assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property.

- 3) "Costs and Expenses" shall mean:
- (a) all reasonable costs, fees and expenses incurred with the written consent of the Insurers in the defence or settlement of any claim.
  - (b) claimants costs, fees and expenses that the Insured shall become legally liable to pay.
  - (c) all reasonable costs, fees and expenses incurred with the written consent of the Insurers for representation of the Insured at proceedings in any court arising from any alleged breach of statutory duty or at any coroners inquest or fatal accident enquiry relating to a claim which may be the subject of indemnity under the Master Policy.
- 4) "Financial Loss" shall mean a pecuniary loss, cost or expense by a person other than the Insured which is not incurred as a result of Property Damage or Bodily Injury.
- 5) "Horse" shall mean any horse, pony, donkey, mule, ass or jennet.
- 6) "Member" shall mean:
- (a) Direct Members of Equestrian Australia Limited State Branches normally domiciled in the Commonwealth of Australia and New Zealand, and
  - (b) if required by Law, the parent or guardian of the said Member.
  - (c) in the event of the death of the Member, the personal representatives of the Member in respect of liability incurred by the Member.
- Providing that such person shall as though he were the Insured observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions set forth in the Master Policy.
- 7) "Occurrence" shall mean an event, including continuous or repeated exposures to substantially the same general conditions, which result in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All events of a series consequent upon or attributable to one source or original cause shall be deemed one Occurrence.
- 8) "Pollution" shall mean:
- (a) pollution or contamination of any description of buildings or other man-made or natural structures or of water or land (including anything growing in or on or contained in or on the land) or of the atmosphere including that within buildings or other man-made or natural structures.
  - (b) all Bodily Injury or Property Damage directly or indirectly caused by such pollution or contamination.
- 9) "Property Damage" shall mean:
- (a) physical damage to or loss or destruction of tangible property including resultant loss of use thereof. All such loss of use shall be deemed to first happen at the time of the physical damage that caused it.

- (b) loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage or destruction of other tangible property which first happened during the Period of Coverage set forth herein. All such loss of use shall be deemed to first happen at the time of the physical damage that caused it.
- 10) "Terrorism" shall mean an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) - which:
- (a) is designed to or does:
    - (i) intimidate or influence a de jure or de facto government or the public or a section of the public, or
    - (ii) disrupt any segment of the economy
- and
- (b) from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.
- 11) "Vehicle" shall mean any type of machine designed to travel on wheels or on self-laid track (including any trailer or other attachment drawn by any such machine) made or intended to be propelled by other than manual or animal power.

## **PERSONAL LIABILITY**

### **INSURING AGREEMENT**

In respect of each Direct Member of Equestrian Australia Limited State Branches the Insurers will, subject to the Limit of Indemnity specified herein, indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages and Costs and Expenses for:

- (a) Accidental Bodily Injury to any person
- (b) Accidental Property Damage

happening anywhere in the world during the Period of Coverage set forth herein as a result of an Occurrence and arising out of the Insured's use and/or ownership and/or control of a Horse(s) or Horse drawn vehicle(s) and direct participation by the Insured in other non income earning Horse related activities.

### **LIMIT OF INDEMNITY**

The liability of the Insurers for all damages payable by the Insured under the Personal Liability Section to any claimant or number of claimants and all Costs and Expenses in respect of any one claim or all claims of a series arising out of one Occurrence shall not exceed AUD 5,000,000.00

### **EXCESS**

The Personal Liability Section excludes the first AUD 2,500.00 of each and every claim for Property Damage.

**EXCLUSIONS**

The Insurers under the Master Policy shall not be liable for:

- 1) Bodily Injury to any member of the Insured's family or household.
- 2) Property Damage to property belonging to or in the care, custody or control of the Insured or member of the Insured's family or household.
- 3) Bodily Injury or Property Damage arising out of or incidental to any profession, occupation or income earning activities of the Insured. However, this exclusion does not apply to coaches.
- 4) Bodily Injury or Property Damage directly or indirectly caused by or contributed to by or arising from the use of a Horse or Horse drawn vehicle for hire or reward.
- 5) Bodily Injury or Property Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition.
- 6) Bodily Injury or Property Damage directly or indirectly caused by or contributed to by or arising from:
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 7) any liability which is assumed by the Insured by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
- 8) Bodily Injury or Property Damage for which the Insured is entitled to seek indemnity under:
  - (a) any Policy of Insurance required to be taken out pursuant to any legislation relating to Workers' Compensation, whether or not the Insured is a party to such contract of insurance,
  - (b) any scheme created by legislation to provide compensation to persons who sustain injuries arising out of or in the course of their employment,and the Master Policy shall not be drawn in to contribution with such insurance or scheme. This exclusion does not apply with respect to liability to others by the Insured under written contract provided that if the Insured:
  - (i) is required by law to insure or otherwise fund, whether through self-insurance, statutory fund or other statutory scheme, all or any Common Law Liability (whether limited or not) for such Bodily Injury,

or

- (ii) is not required to so insure or otherwise fund such liability by reason only that the Bodily Injury is to a person who is not a "worker" or "employee" within the meaning of the relevant Workers' Compensation Law or the Bodily Injury is not a Bodily Injury which is liable to such law

then the Master Policy will cover liability for Bodily Injury to the extent that the Insured's liability would not be covered under such fund, scheme, policy of insurance or self-insurance arrangement had the Insured complied with its obligations pursuant to such law.

- 9) any claim arising from circumstances known to the Insured prior to the commencement of the Insured's coverage under the Master Policy.
- 10) Bodily Injury, Property Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also excludes Bodily Injury, Property Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If the Insurers allege that by reason of this exclusion, any Bodily Injury, Property Damage, cost or expense is not covered by the Master Policy the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 11) Bodily Injury, Property Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- 12) any claim arising in connection with:
  - (a) handling, removal, stripping out, demolition, storage, transportation or disposal of asbestos and/or any other substance or compound that incorporates asbestos.
  - (b) surveying under the Control of Asbestos at Work Regulations 2002.

It is further agreed that the Master Policy shall not apply to:

- (i) liability directly or indirectly caused by or alleged to be caused by or contributed to by (in whole or in part) or arising from the inhalation and/or ingestion of or the existence of or exposure to asbestos and/or any other substance or compound that incorporates asbestos.
- (ii) liability which arises as a result of the removal from any building and/or structure of asbestos and/or any other substance or compound that incorporates asbestos as a consequence of an actual or alleged health hazard situation.
- (iii) any obligation to defend any claim or suit against the Insured alleging liability resulting from (a) or (b) above nor to Insurers' liabilities for defence costs arising therefrom.

- 13) any liability arising from Pollution.
- 14) Bodily Injury or Property Damage which results from a deliberate act or omission of the Insured having regard to the nature and circumstances of such act or omission.
- 15) fines, penalties, performance guarantees, waiver of subrogation rights or punitive or exemplary damages or by way of liquidated or specified damages payable under or pursuant to any agreement.
- 16) multiplied damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier.
- 17) any Financial Loss.
- 18) Bodily Injury or Property Damage directly or indirectly caused by or contributed to by or arising from:
  - (i) Polo, Polocrosse or Horseball other than where such activities are organised and run by an Affiliated Association or Affiliated club
  - (ii) camp drafting, mustering or cutting cattle.  
This exclusion is deemed not to apply in circumstances where the Insured has been given prior written permission by Equestrian Australia Limited to include Team Penning in their official Equestrian Activities.
  - (iii) Horse racing, point to point racing or steeplechasing, other than:
    - (1) endurance riding.
    - (2) racing which forms part of an equestrian event the primary purpose of which is not racing and where the said race is not being run under the rules of any turf or similar authority.
- 19) any claim directly or indirectly arising out of:
  - (i) assault, battery or any intentional or deliberate violence committed or alleged to have been committed by the Insured.
  - (ii) sexual assault, sexual harassment, sexual molestation or rape.

This Exclusion is deemed not to apply to the Insured or any committee thereof where the assault, battery or any intentional or deliberate violence was neither known to them or at their direction.

## **GENERAL CONDITIONS**

- 1) The Insured shall:
  - (a) give immediate notice to the Insurers in writing of anything which may give rise to a claim being made against the Insured and for which there may be liability under the Master Policy.



- (b) advise the Insurers in writing immediately the Insured has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.

The above conditions are deemed to apply whether or not any such claim is likely to fall within any sum borne by the Insured as an excess.

- 2) The Insured shall provide the Insurers with such particulars and information as the Insurers may require and shall forward to the Insurers immediately on receipt every letter, writ, summons and process. The Insurers shall be entitled at their discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at their own expense and for their own benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required. **No admission of liability or offer, promise or payment shall be made without the written consent of the Insurers.**

Even if the allegations of a suit are groundless, false or fraudulent the Insurers have the right and duty to defend any suit against the Insured for compensation to which indemnity under the Master Policy applies or would apply if the claim was sustained and the Insurers shall make such investigations and settlement of any claim as the Insurers deem expedient.

- 3) The Insurers may at any time at their sole discretion pay to the Insured the maximum sum payable under the Master Policy or any lesser sums for which any claim or claims can be settled and the Insurers shall not be under any further liability hereunder.
- 4) The Insured shall take all reasonable care to prevent accidents and to maintain all buildings, furnishing and Vehicles in sound condition and to employ only competent employees and to act in accordance with all statutory obligations and regulations. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
- 5) If at any time any claim arises under the Master Policy there be any other insurance effected by or on behalf of the Insured covering the same liability the Insurers shall not be liable to pay or contribute more than its rateable proportion of any such claim and Costs and Expenses in connections therewith, subject to Section 76 of the Insurance Contracts Act 1984.
- 6) Any fraud, misstatement or concealment by an Insured in relation to any matter affecting coverage or in connection with the making of a claim under the Master Policy shall entitle the Insurers, without prejudice to any other right(s) they may have under the Master Policy, to refuse to pay such claim in respect of the said Insured.
- 7) The Insurers will, subject to the terms, Conditions, Limitations and Exclusions hereof, treat each party termed the "Insured" as though a separate Insurance had been issued to each of them provided that nothing in this Condition shall increase the liability of the Insurers to pay any amount in respect of any one claim or during the Period of Coverage set forth herein in excess of the amount stated in the Section under which the claim is made as the Limit of Indemnity.
- Notwithstanding the foregoing, it is understood and agreed that the Master Policy shall not indemnify any Insured under the Master Policy for legal liability for Bodily Injury or Property Damage sustained by another Insured under the Master Policy occurring while both Insureds are participating in Polo matches, polocrosse, practice and training sessions.

- 8) Termination of membership of Equestrian Australia Limited or any Affiliated Association or Affiliated Club from any cause will similarly terminate a Member's cover under the Master Policy from the same date.
- 9) If any difference shall arise between the Insurers and the Insured as to the amount to be paid under the Master Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions in that behalf for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurers, subject to Section 43 of the Insurance Contracts Act 1984.
- 10) Any indemnity provided by the Master Policy in respect of legal liability to pay damages (including claimants costs and expenses) shall operate in accordance with the law of any country but not in respect of any judgement, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award, payment or settlement either in whole or in part).
- 11) The Insured shall not enter in to any agreement with another person or organization which excludes or reduces the Insured's rights to make a claim against that person or organization without the Insurers' prior written consent.  
The Insurers shall be subrogated to all the Insured(s) rights of recovery against any person or organization before or after any payments under the Master Policy. The Insured shall execute and deliver instruments and papers and do what ever else is necessary to secure such rights. The Insured shall do nothing to prejudice such rights.
- 12) The Insurers shall not provide any indemnity or be liable to pay any claim under the Master Policy to the extent that the provision of such indemnity or the payment of such claim would expose the Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to:

Marsh Pty Limited,  
Level 14,  
727 Collins Street,  
Melbourne,  
VIC 3008  
Tel: 03 9603 2741

who will report such claim or claims to the Insurers.

#### AUSTRALIAN DISPUTE RESOLUTION

This Insurance is not subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice.

**Complaints and disputes**

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Marsh Complaints Officer in the first instance:

Marsh Complaints Officer  
Phone: (03) 9603 2338  
Email: [complaints.australia@marsh.com](mailto:complaints.australia@marsh.com)

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)  
Telephone: (02) 8298 0783  
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Post: GPO Box 3 Melbourne VIC 3001  
Website: [www.afca.org.au](http://www.afca.org.au)

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters 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 Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

*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 Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance notice should be given to:

Marsh Pty Limited  
727 Collins Street  
Melbourne VIC 3008  
Australia

LMA5545 (amended)  
17 May 2021

EA CLIAB 01.07.21

**POLICY SUMMARY B**  
**PERSONAL LIABILITY INSURANCE**  
**EFFECTED WITH**  
**CERTAIN UNDERWRITERS AT LLOYD'S**

Equestrian Australia Limited and the Affiliated Associations and Affiliated Clubs thereof (the "Master Policy Holder") has arranged a Master Policy with Certain Underwriters at Lloyd's (the "Insurers") covering the Legal Liability as defined in the Master Policy of the Parties comprising the Insured specified below (the "Insured").

This Policy Summary is issued as a Notice of Insurance for information only, it does not constitute a legal contract of insurance and is subject to all terms, Conditions, Limitations and Exclusions of the Master Policy which has been issued to Equestrian Australia Limited, a copy of which is available for inspection on application to Equestrian Australia Limited, 11-20 Underwood Road, Homebush, NSW 2140, Australia.

Brief details of coverage are given below.

Master Policy No: B0509BOWCI2550943

Parties comprising the Insured: Members of Equestrian Australia Limited Affiliated Associations and Affiliated Clubs  
(each such Member being hereafter termed the "Insured")

Period of Coverage: From 30 June 2025 to 30 June 2026 both days at 16.00 Local Standard Time at the address of the Master Policy Holder.

**DEFINITIONS**

In the Master Policy:

- 1) "Affiliated Association(s)" and "Affiliated Club(s)" shall mean each Affiliated Association and Affiliated Club of Equestrian Australia Limited that has elected to participate in the Equestrian Australia Limited national insurance programme.
- 2) "Bodily Injury" shall mean:
  - (a) physical injury, death, illness, disease, disability, shock, fright, mental injury, mental anguish, emotional distress or loss of consortium resulting from any of them.
  - (b) the effects of:
    - (i) false arrest, false imprisonment, wrongful eviction, wrongful detention, humiliation,
    - (ii) libel, slander, defamation of character, invasion of right of privacy and
    - (iii) assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property.

- 3) "Costs and Expenses" shall mean:
- (a) all reasonable costs, fees and expenses incurred with the written consent of the Insurers in the defence or settlement of any claim.
  - (b) claimants costs, fees and expenses that the Insured shall become legally liable to pay.
  - (c) all reasonable costs, fees and expenses incurred with the written consent of the Insurers for representation of the Insured at proceedings in any court arising from any alleged breach of statutory duty or at any coroners inquest or fatal accident enquiry relating to a claim which may be the subject of indemnity under the Master Policy.
- 4) "Financial Loss" shall mean a pecuniary loss, cost or expense by a person other than the Insured which is not incurred as a result of Property Damage or Bodily Injury.
- 5) "Horse" shall mean any horse, pony, donkey, mule, ass or jennet.
- 6) "Member" shall mean:
- (a) Members of Equestrian Australia Limited Affiliated Associations and Affiliated Clubs normally domiciled in the Commonwealth of Australia and New Zealand, and
  - (b) if required by Law, the parent or guardian of the said Member.
  - (c) in the event of the death of the Member, the personal representatives of the Member in respect of liability incurred by the Member.
- Providing that such person shall as though he were the Insured observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions set forth in the Master Policy.
- 7) "Occurrence" shall mean an event, including continuous or repeated exposures to substantially the same general conditions, which result in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All events of a series consequent upon or attributable to one source or original cause shall be deemed one Occurrence.
- 8) "Pollution" shall mean:
- (a) pollution or contamination of any description of buildings or other man-made or natural structures or of water or land (including anything growing in or on or contained in or on the land) or of the atmosphere including that within buildings or other man-made or natural structures.
  - (b) all Bodily Injury or Property Damage directly or indirectly caused by such pollution or contamination.
- 9) "Property Damage" shall mean:
- (a) physical damage to or loss or destruction of tangible property including resultant loss of use thereof. All such loss of use shall be deemed to first happen at the time of the physical damage that caused it.

- (b) loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage or destruction of other tangible property which first happened during the Period of Coverage set forth herein. All such loss of use shall be deemed to first happen at the time of the physical damage that caused it.
- 10) "Terrorism" shall mean an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) - which:
- (a) is designed to or does:
    - (i) intimidate or influence a de jure or de facto government or the public or a section of the public, or
    - (ii) disrupt any segment of the economy
- and
- (b) from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.
- 11) "Vehicle" shall mean any type of machine designed to travel on wheels or on self-laid track (including any trailer or other attachment drawn by any such machine) made or intended to be propelled by other than manual or animal power.

## **PERSONAL LIABILITY**

### **INSURING AGREEMENT**

In respect of each Member of Equestrian Australia Limited Affiliated Associations and Affiliated Clubs the Insurers will, subject to the Limit of Indemnity specified herein, indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages and Costs and Expenses for:

- (a) Accidental Bodily Injury to any person
- (b) Accidental Property Damage

happening anywhere in the world during the Period of Coverage set forth herein as a result of an Occurrence and arising only out of the Insured's attendance at authorised activities of the Equestrian Australia Limited Affiliated Association or Affiliated Club of which they are a member but excluding while travelling to or from the site of the said activity.

### **LIMIT OF INDEMNITY**

The liability of the Insurers for all damages payable by the Insured under the Personal Liability Section to any claimant or number of claimants and all Costs and Expenses in respect of any one claim or all claims of a series arising out of one Occurrence shall not exceed AUD 5,000,000.00

### **EXCESS**

The Personal Liability Section excludes the first AUD 2,500.00 of each and every claim for Property Damage.

**EXCLUSIONS**

The Insurers under the Master Policy shall not be liable for:

- 1) Bodily Injury to any member of the Insured's family or household.
- 2) Property Damage to property belonging to or in the care, custody or control of the Insured or member of the Insured's family or household.
- 3) Bodily Injury or Property Damage arising out of or incidental to any profession, occupation or income earning activities of the Insured. However, this exclusion does not apply to coaches.
- 4) Bodily Injury or Property Damage directly or indirectly caused by or contributed to by or arising from the use of a Horse or Horse drawn vehicle for hire or reward.
- 5) Bodily Injury or Property Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition.
- 6) Bodily Injury or Property Damage directly or indirectly caused by or contributed to by or arising from:
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 7) any liability which is assumed by the Insured by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
- 8) Bodily Injury or Property Damage for which the Insured is entitled to seek indemnity under:
  - (a) any Policy of Insurance required to be taken out pursuant to any legislation relating to Workers' Compensation, whether or not the Insured is a party to such contract of insurance,
  - (b) any scheme created by legislation to provide compensation to persons who sustain injuries arising out of or in the course of their employment,

and the Master Policy shall not be drawn in to contribution with such insurance or scheme.

This exclusion does not apply with respect to liability to others by the Insured under written contract provided that if the Insured:

- (i) is required by law to insure or otherwise fund, whether through self-insurance, statutory fund or other statutory scheme, all or any Common Law Liability (whether limited or not) for such Bodily Injury,

or



- (ii) is not required to so insure or otherwise fund such liability by reason only that the Bodily Injury is to a person who is not a "worker" or "employee" within the meaning of the relevant Workers' Compensation Law or the Bodily Injury is not a Bodily Injury which is liable to such law

then the Master Policy will cover liability for Bodily Injury to the extent that the Insured's liability would not be covered under such fund, scheme, policy of insurance or self-insurance arrangement had the Insured complied with its obligations pursuant to such law.

- 9) any claim arising from circumstances known to the Insured prior to the commencement of the Insured's coverage under the Master Policy.
- 10) Bodily Injury, Property Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also excludes Bodily Injury, Property Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If the Insurers allege that by reason of this exclusion, any Bodily Injury, Property Damage, cost or expense is not covered by the Master Policy the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 11) Bodily Injury, Property Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- 12) any claim arising in connection with:
  - (a) handling, removal, stripping out, demolition, storage, transportation or disposal of asbestos and/or any other substance or compound that incorporates asbestos.
  - (b) surveying under the Control of Asbestos at Work Regulations 2002.

It is further agreed that the Master Policy shall not apply to:

- (i) liability directly or indirectly caused by or alleged to be caused by or contributed to by (in whole or in part) or arising from the inhalation and/or ingestion of or the existence of or exposure to asbestos and/or any other substance or compound that incorporates asbestos.
- (ii) liability which arises as a result of the removal from any building and/or structure of asbestos and/or any other substance or compound that incorporates asbestos as a consequence of an actual or alleged health hazard situation.
- (iii) any obligation to defend any claim or suit against the Insured alleging liability resulting from (a) or (b) above nor to Insurers' liabilities for defence costs arising therefrom.

- 13) any liability arising from Pollution.
- 14) Bodily Injury or Property Damage which results from a deliberate act or omission of the Insured having regard to the nature and circumstances of such act or omission.
- 15) fines, penalties, performance guarantees, waiver of subrogation rights or punitive or exemplary damages or by way of liquidated or specified damages payable under or pursuant to any agreement.
- 16) multiplied damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier.
- 17) any Financial Loss.
- 18) Bodily Injury or Property Damage directly or indirectly caused by or contributed to by or arising from:
  - (i) Polo, Polocrosse or Horseball other than where such activities are organised and run by an Affiliated Association or Affiliated club
  - (ii) camp drafting, mustering or cutting cattle.  
This exclusion is deemed not to apply in circumstances where the Insured has been given prior written permission by Equestrian Australia Limited to include Team Penning in their official Equestrian Activities.
  - (iii) Horse racing, point to point racing or steeplechasing, other than:
    - (1) endurance riding.
    - (2) racing which forms part of an equestrian event the primary purpose of which is not racing and where the said race is not being run under the rules of any turf or similar authority.
- 19) any claim directly or indirectly arising out of:
  - (i) assault, battery or any intentional or deliberate violence committed or alleged to have been committed by the Insured.
  - (ii) sexual assault, sexual harassment, sexual molestation or rape.

This Exclusion is deemed not to apply to the Insured or any committee thereof where the assault, battery or any intentional or deliberate violence was neither known to them or at their direction.

## **GENERAL CONDITIONS**

- 1) The Insured shall:
  - (a) give immediate notice to the Insurers in writing of anything which may give rise to a claim being made against the Insured and for which there may be liability under the Master Policy.

- (b) advise the Insurers in writing immediately the Insured has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.

The above conditions are deemed to apply whether or not any such claim is likely to fall within any sum borne by the Insured as an excess.

- 2) The Insured shall provide the Insurers with such particulars and information as the Insurers may require and shall forward to the Insurers immediately on receipt every letter, writ, summons and process. The Insurers shall be entitled at their discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at their own expense and for their own benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required. **No admission of liability or offer, promise or payment shall be made without the written consent of the Insurers.**

Even if the allegations of a suit are groundless, false or fraudulent the Insurers have the right and duty to defend any suit against the Insured for compensation to which indemnity under the Master Policy applies or would apply if the claim was sustained and the Insurers shall make such investigations and settlement of any claim as the Insurers deem expedient.

- 3) The Insurers may at any time at their sole discretion pay to the Insured the maximum sum payable under the Master Policy or any lesser sums for which any claim or claims can be settled and the Insurers shall not be under any further liability hereunder.
- 4) The Insured shall take all reasonable care to prevent accidents and to maintain all buildings, furnishing and Vehicles in sound condition and to employ only competent employees and to act in accordance with all statutory obligations and regulations. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
- 5) If at any time any claim arises under the Master Policy there be any other insurance effected by or on behalf of the Insured covering the same liability the Insurers shall not be liable to pay or contribute more than its rateable proportion of any such claim and Costs and Expenses in connections therewith, subject to Section 76 of the Insurance Contracts Act 1984.
- 6) Any fraud, misstatement or concealment by an Insured in relation to any matter affecting coverage or in connection with the making of a claim under the Master Policy shall entitle the Insurers, without prejudice to any other right(s) they may have under the Master Policy, to refuse to pay such claim in respect of the said Insured.
- 7) The Insurers will, subject to the terms, Conditions, Limitations and Exclusions hereof, treat each party termed the "Insured" as though a separate Insurance had been issued to each of them provided that nothing in this Condition shall increase the liability of the Insurers to pay any amount in respect of any one claim or during the Period of Coverage set forth herein in excess of the amount stated in the Section under which the claim is made as the Limit of Indemnity.

Notwithstanding the foregoing, it is understood and agreed that the Master Policy shall not indemnify any Insured under the Master Policy for legal liability for Bodily Injury or Property Damage sustained by another Insured under the Master Policy occurring while both Insureds are participating in Polo matches, polocrosse, practice and training sessions.

- 8) Termination of membership of Equestrian Australia Limited or any Affiliated Association or Affiliated Club from any cause will similarly terminate a Member's cover under the Master Policy from the same date.
- 9) If any difference shall arise between the Insurers and the Insured as to the amount to be paid under the Master Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions in that behalf for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurers, subject to Section 43 of the Insurance Contracts Act 1984.
- 10) Any indemnity provided by the Master Policy in respect of legal liability to pay damages (including claimants costs and expenses) shall operate in accordance with the law of any country but not in respect of any judgement, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award, payment or settlement either in whole or in part).
- 11) The Insured shall not enter in to any agreement with another person or organization which excludes or reduces the Insured's rights to make a claim against that person or organization without the Insurers' prior written consent.  
The Insurers shall be subrogated to all the Insured(s) rights of recovery against any person or organization before or after any payments under the Master Policy. The Insured shall execute and deliver instruments and papers and do what ever else is necessary to secure such rights. The Insured shall do nothing to prejudice such rights.
- 12) The Insurers shall not provide any indemnity or be liable to pay any claim under the Master Policy to the extent that the provision of such indemnity or the payment of such claim would expose the Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to:

Marsh Pty Limited,  
Level 14,  
727 Collins Street,  
Melbourne,  
VIC 3008  
Tel: 03 9603 2741

who will report such claim or claims to the Insurers

#### AUSTRALIAN DISPUTE RESOLUTION

This Insurance is not subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice.

#### **Complaints and disputes**

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Marsh Complaints Officer in the first instance:

Marsh Complaints Officer  
Phone: (03) 9603 2338  
Email: [complaints.australia@marsh.com](mailto:complaints.australia@marsh.com)

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)  
Telephone: (02) 8298 0783  
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Post: GPO Box 3 Melbourne VIC 3001  
Website: [www.afca.org.au](http://www.afca.org.au)

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters 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 Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

*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 Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance notice should be given to:

Marsh Pty Limited  
727 Collins Street  
Melbourne VIC 3008  
Australia

LMA5545 (amended)  
17 May 2021

EA CLIAB 01.07.21

**POLICY SUMMARY C**  
**PERSONAL LIABILITY INSURANCE**  
**EFFECTED WITH**  
**CERTAIN UNDERWRITERS AT LLOYD'S**

Equestrian Australia Limited and the Affiliated Associations and Affiliated Clubs thereof (the "Master Policy Holder") has arranged a Master Policy with Certain Underwriters at Lloyd's (the "Insurers") covering the Legal Liability as defined in the Master Policy of the Parties comprising the Insured specified below (the "Insured").

This Policy Summary is issued as a Notice of Insurance for information only, it does not constitute a legal contract of insurance and is subject to all terms, Conditions, Limitations and Exclusions of the Master Policy which has been issued to Equestrian Australia Limited, a copy of which is available for inspection on application to Equestrian Australia Limited, 11-20 Underwood Road, Homebush, NSW 2140, Australia.

Brief details of coverage are given below.

Master Policy No: B0509BOWCI2550943

Parties comprising the Insured: Registered Participants in Ready Set Trot Activities  
(each such Registered Participant being hereafter termed the "Insured")

Period of Coverage: From 30 June 2025 to 30 June 2026 both days at 16.00 Local Standard Time at the address of the Master Policy Holder.

**DEFINITIONS**

In the Master Policy:

- 1) "Affiliated Association(s)" and "Affiliated Club(s)" shall mean each Affiliated Association and Affiliated Club of Equestrian Australia Limited that has elected to participate in the Equestrian Australia Limited national insurance programme.
- 2) "Bodily Injury" shall mean:
  - (a) physical injury, death, illness, disease, disability, shock, fright, mental injury, mental anguish, emotional distress or loss of consortium resulting from any of them.
  - (b) the effects of:
    - (i) false arrest, false imprisonment, wrongful eviction, wrongful detention, humiliation,
    - (ii) libel, slander, defamation of character, invasion of right of privacy and
    - (iii) assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property.

- 3) "Costs and Expenses" shall mean:
- (a) all reasonable costs, fees and expenses incurred with the written consent of the Insurers in the defence or settlement of any claim.
  - (b) claimants costs, fees and expenses that the Insured shall become legally liable to pay.
  - (c) all reasonable costs, fees and expenses incurred with the written consent of the Insurers for representation of the Insured at proceedings in any court arising from any alleged breach of statutory duty or at any coroners inquest or fatal accident enquiry relating to a claim which may be the subject of indemnity under the Master Policy.
- 4) "Financial Loss" shall mean a pecuniary loss, cost or expense by a person other than the Insured which is not incurred as a result of Property Damage or Bodily Injury.
- 5) "Horse" shall mean any horse, pony, donkey, mule, ass or jennet.
- 6) "Occurrence" shall mean an event, including continuous or repeated exposures to substantially the same general conditions, which result in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All events of a series consequent upon or attributable to one source or original cause shall be deemed one Occurrence.
- 7) "Pollution" shall mean:
- (a) pollution or contamination of any description of buildings or other man-made or natural structures or of water or land (including anything growing in or on or contained in or on the land) or of the atmosphere including that within buildings or other man-made or natural structures.
  - (b) all Bodily Injury or Property Damage directly or indirectly caused by such pollution or contamination.
- 8) "Property Damage" shall mean:
- (a) physical damage to or loss or destruction of tangible property including resultant loss of use thereof. All such loss of use shall be deemed to first happen at the time of the physical damage that caused it.
  - (b) loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage or destruction of other tangible property which first happened during the Period of Coverage set forth herein. All such loss of use shall be deemed to first happen at the time of the physical damage that caused it.



- 9) "Terrorism" shall mean an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) - which:
- (a) is designed to or does:
    - (i) intimidate or influence a de jure or de facto government or the public or a section of the public, or
    - (ii) disrupt any segment of the economy
  - and
  - (b) from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.
- 10) "Vehicle" shall mean any type of machine designed to travel on wheels or on self-laid track (including any trailer or other attachment drawn by any such machine) made or intended to be propelled by other than manual or animal power.

## **PERSONAL LIABILITY**

### **INSURING AGREEMENT**

In respect of each Registered Participant in Ready Set Trot Activities the Insurers will, subject to the Limit of Indemnity specified herein, indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages and Costs and Expenses for:

- (a) Accidental Bodily Injury to any person
- (b) Accidental Property Damage

happening anywhere in the world during the Period of Coverage set forth herein as a result of an Occurrence and arising only out of the Insured's participation in Ready Set Trot Activities at a Registered Ready Set Trot Delivery Centre but excluding while travelling to or from the site of the said activity.

### **LIMIT OF INDEMNITY**

The liability of the Insurers for all damages payable by the Insured under the Personal Liability Section to any claimant or number of claimants and all Costs and Expenses in respect of any one claim or all claims of a series arising out of one Occurrence shall not exceed AUD 5,000,000.00

### **EXCESS**

The Personal Liability Section excludes the first AUD 2,500.00 of each and every claim for Property Damage.

## **EXCLUSIONS**

The Insurers under the Master Policy shall not be liable for:

- 1) Bodily Injury to any member of the Insured's family or household.

- 2) Property Damage to property belonging to or in the care, custody or control of the Insured or member of the Insured's family or household.
- 3) Bodily Injury or Property Damage arising out of or incidental to any profession, occupation or income earning activities of the Insured. However, this exclusion does not apply to coaches.
- 4) Bodily Injury or Property Damage directly or indirectly caused by or contributed to by or arising from the use of a Horse or Horse drawn vehicle for hire or reward.
- 5) Bodily Injury or Property Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition.
- 6) Bodily Injury or Property Damage directly or indirectly caused by or contributed to by or arising from:
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 7) any liability which is assumed by the Insured by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
- 8) Bodily Injury or Property Damage for which the Insured is entitled to seek indemnity under:
  - (a) any Policy of Insurance required to be taken out pursuant to any legislation relating to Workers' Compensation, whether or not the Insured is a party to such contract of insurance,
  - (b) any scheme created by legislation to provide compensation to persons who sustain injuries arising out of or in the course of their employment,

and the Master Policy shall not be drawn in to contribution with such insurance or scheme.

This exclusion does not apply with respect to liability to others by the Insured under written contract provided that if the Insured:

- (i) is required by law to insure or otherwise fund, whether through self-insurance, statutory fund or other statutory scheme, all or any Common Law Liability (whether limited or not) for such Bodily Injury,  
or
- (ii) is not required to so insure or otherwise fund such liability by reason only that the Bodily Injury is to a person who is not a "worker" or "employee" within the meaning of the relevant Workers' Compensation Law or the Bodily Injury is not a Bodily Injury which is liable to such law

then the Master Policy will cover liability for Bodily Injury to the extent that the Insured's liability would not be covered under such fund, scheme, policy of insurance or self-insurance arrangement had the Insured complied with its obligations pursuant to such law.

- 9) any claim arising from circumstances known to the Insured prior to the commencement of the Insured's coverage under the Master Policy.
- 10) Bodily Injury, Property Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also excludes Bodily Injury, Property Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If the Insurers allege that by reason of this exclusion, any Bodily Injury, Property Damage, cost or expense is not covered by the Master Policy the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 11) Bodily Injury, Property Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- 12) any claim arising in connection with:
- (a) handling, removal, stripping out, demolition, storage, transportation or disposal of asbestos and/or any other substance or compound that incorporates asbestos.
  - (b) surveying under the Control of Asbestos at Work Regulations 2002.

It is further agreed that the Master Policy shall not apply to:

- (i) liability directly or indirectly caused by or alleged to be caused by or contributed to by (in whole or in part) or arising from the inhalation and/or ingestion of or the existence of or exposure to asbestos and/or any other substance or compound that incorporates asbestos.
  - (ii) liability which arises as a result of the removal from any building and/or structure of asbestos and/or any other substance or compound that incorporates asbestos as a consequence of an actual or alleged health hazard situation.
  - (iii) any obligation to defend any claim or suit against the Insured alleging liability resulting from (a) or (b) above nor to Insurers' liabilities for defence costs arising therefrom.
- 13) any liability arising from Pollution.
- 14) Bodily Injury or Property Damage which results from a deliberate act or omission of the Insured having regard to the nature and circumstances of such act or omission.

- 15) fines, penalties, performance guarantees, waiver of subrogation rights or punitive or exemplary damages or by way of liquidated or specified damages payable under or pursuant to any agreement.
- 16) multiplied damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier.
- 17) any Financial Loss.
- 18) Bodily Injury or Property Damage directly or indirectly caused by or contributed to by or arising from:
  - (i) Polo, Polocrosse or Horseball other than where such activities are organised and run by an Affiliated Association or Affiliated club
  - (ii) camp drafting, mustering or cutting cattle.  
This exclusion is deemed not to apply in circumstances where the Insured has been given prior written permission by Equestrian Australia Limited to include Team Penning in their official Equestrian Activities.
  - (iii) Horse racing, point to point racing or steeplechasing, other than:
    - (1) endurance riding.
    - (2) racing which forms part of an equestrian event the primary purpose of which is not racing and where the said race is not being run under the rules of any turf or similar authority.
- 19) any claim directly or indirectly arising out of:
  - (i) assault, battery or any intentional or deliberate violence committed or alleged to have been committed by the Insured.
  - (ii) sexual assault, sexual harassment, sexual molestation or rape.

This Exclusion is deemed not to apply to the Insured or any committee thereof where the assault, battery or any intentional or deliberate violence was neither known to them or at their direction.

## **GENERAL CONDITIONS**

- 1) The Insured shall:
  - (a) give immediate notice to the Insurers in writing of anything which may give rise to a claim being made against the Insured and for which there may be liability under the Master Policy.
  - (b) advise the Insurers in writing immediately the Insured has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.  
The above conditions are deemed to apply whether or not any such claim is likely to fall within any sum borne by the Insured as an excess.

- 2) The Insured shall provide the Insurers with such particulars and information as the Insurers may require and shall forward to the Insurers immediately on receipt every letter, writ, summons and process. The Insurers shall be entitled at their discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at their own expense and for their own benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required. **No admission of liability or offer, promise or payment shall be made without the written consent of the Insurers.**

Even if the allegations of a suit are groundless, false or fraudulent the Insurers have the right and duty to defend any suit against the Insured for compensation to which indemnity under the Master Policy applies or would apply if the claim was sustained and the Insurers shall make such investigations and settlement of any claim as the Insurers deem expedient.

- 3) The Insurers may at any time at their sole discretion pay to the Insured the maximum sum payable under the Master Policy or any lesser sums for which any claim or claims can be settled and the Insurers shall not be under any further liability hereunder.
- 4) The Insured shall take all reasonable care to prevent accidents and to maintain all buildings, furnishing and Vehicles in sound condition and to employ only competent employees and to act in accordance with all statutory obligations and regulations. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
- 5) If at any time any claim arises under the Master Policy there be any other insurance effected by or on behalf of the Insured covering the same liability the Insurers shall not be liable to pay or contribute more than its rateable proportion of any such claim and Costs and Expenses in connections therewith, subject to Section 76 of the Insurance Contracts Act 1984.
- 6) Any fraud, misstatement or concealment by an Insured in relation to any matter affecting coverage or in connection with the making of a claim under the Master Policy shall entitle the Insurers, without prejudice to any other right(s) they may have under the Master Policy, to refuse to pay such claim in respect of the said Insured.
- 7) The Insurers will, subject to the terms, Conditions, Limitations and Exclusions hereof, treat each party termed the "Insured" as though a separate Insurance had been issued to each of them provided that nothing in this Condition shall increase the liability of the Insurers to pay any amount in respect of any one claim or during the Period of Coverage set forth herein in excess of the amount stated in the Section under which the claim is made as the Limit of Indemnity.

Notwithstanding the foregoing, it is understood and agreed that the Master Policy shall not indemnify any Insured under the Master Policy for legal liability for Bodily Injury or Property Damage sustained by another Insured under the Master Policy occurring while both Insureds are participating in Polo matches, polocrosse, practice and training sessions.

- 8) If any difference shall arise between the Insurers and the Insured as to the amount to be paid under the Master Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions in that behalf for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurers, subject to Section 43 of the Insurance Contracts Act 1984.
- 9) Any indemnity provided by the Master Policy in respect of legal liability to pay damages (including claimants costs and expenses) shall operate in accordance with the law of any country but not in respect of any judgement, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award, payment or settlement either in whole or in part).
- 10) The Insured shall not enter in to any agreement with another person or organization which excludes or reduces the Insured's rights to make a claim against that person or organization without the Insurers' prior written consent.  
The Insurers shall be subrogated to all the Insured(s) rights of recovery against any person or organization before or after any payments under the Master Policy. The Insured shall execute and deliver instruments and papers and do what ever else is necessary to secure such rights. The Insured shall do nothing to prejudice such rights.
- 11) The Insurers shall not provide any indemnity or be liable to pay any claim under the Master Policy to the extent that the provision of such indemnity or the payment of such claim would expose the Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to:

Marsh Pty Limited,  
Level 14,  
727 Collins Street,  
Melbourne,  
VIC 3008  
Tel: 03 9603 2741

who will report such claim or claims to the Insurers

#### AUSTRALIAN DISPUTE RESOLUTION

This Insurance is not subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice.

#### **Complaints and disputes**

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Marsh Complaints Officer in the first instance:

Marsh Complaints Officer  
Phone: (03) 9603 2338  
Email: [complaints.australia@marsh.com](mailto:complaints.australia@marsh.com)

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)  
Telephone: (02) 8298 0783  
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Post: GPO Box 3 Melbourne VIC 3001  
Website: [www.afca.org.au](http://www.afca.org.au)

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters 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 Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

*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 Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance notice should be given to:

Marsh Pty Limited  
727 Collins Street  
Melbourne VIC 3008  
Australia

LMA5545 (amended)  
17 May 2021

EA CLIAB 01.07.21



**CYBER and DATA LIMITED EXCLUSION ENDORSEMENT 2**

(Other than Bodily Injury or Property Damage arising out of a Cyber Incident or a Cyber Act)  
(for attachment to International Liability forms)

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
  - 1.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
  - 1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 5.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.
- 4 If the Underwriters allege that by reason of this endorsement loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.
- 5 However, clause 1.1 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:
  - 5.1 any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or
  - 5.2 any ensuing physical damage to or destruction of third party propertyresulting from or arising out of a **Cyber Incident** or a **Cyber Act**. Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a **Cyber Incident** or a **Cyber Act**.

**Definitions**

- 6 **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.

- 7 **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**.
- 8 **Cyber Incident** means:
- 8.1 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
  - 8.2 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**.
- 9 **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

LMA5470

4 November 2020

**SANCTIONS LIMITATION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100A  
5 October 2023