

Policy Schedule

You will only be entitled to insurance cover under the section or sections which you have selected and for which you have paid the required premium.

Policy Number – PMEL99/0112104

The Insured	GYMNASTICS AUSTRALIA LIMITED AND ALL STATE ASSOCIATIONS AND AFFILIATED CLUBS
Address	Level 3, 100 Albert Road South Melbourne 3205 Australia
Sport/Business	Gymnastics
Teams/Members	199500 MEMBERS
Period of Insurance	From 31/12/2024 to 31/12/2025, at 4:00 pm and any subsequent period for which the insured shall have paid and The Underwriter(s) shall have accepted the new premium.

Cover Details

Combined Liability
Wording: Combined_Liability_Policy_Wording_05.24
Underwritten by Certain underwriters at Lloyd’s & HDI Global Specialty SE-Australia under contract number B1750L240503 & SCA/PL/2024 respectively

Part 1
Public Liability
NOT INSURED

Part 2
Professional Indemnity
NOT INSURED

Part 3
Management Liability limits as per those shown below any one claim and in the aggregate
Directors and Officers: \$10,000,000
Offices Bearers \$10,000,000
Trustee Liability: \$10,000,000
Taxation Audit: \$50,000
Crime/Fidelity: \$500,000
Employment Practices: \$250,000
Statutory Liability: \$250,000
Appearance at Official Investigations: Included
Heirs and Estates: Included
Automatic Reinstatement of Indemnity Limit: Included
Discovery Period: Included
Outside Directorship Cover: Included
New and Former Subsidiary: Included
Occupational Health and Safety: Included
Public Relations Cover: \$100,000
Pollution: Included for Sudden and Unexpected
Continuous Cover: Included

Management Liability Excess
Standard Excess \$25,000

Crime/Fidelity \$10,000
 Employment Practices \$10,000
 Retroactive date: 31/12/2017

To view full policy details including definitions, exclusion and conditions please refer to the policy wording and any endorsements listed below.

Fidelity:

Limit \$500,000 for Gymnastics Australia and State Association

Limit \$50,000 for Associations and Clubs

Endorsement: Legal Expenses

An excess of \$25,000 will apply to any claim made during the period of insurance where the Insured has incurred costs or legal expenses where We have not provided prior written approval or written consent for those cost or legal expenses.

Conditions:

- 1) It is a condition precedent to indemnity a review of employment practices policy by specialist HR Consultancy or Law Firm.
- 2) It is a condition precedent to indemnity any disciplinary action for staff to be referred to a specialist HR Consultancy or Law Firm prior to it taking place
- 3) In order to trigger a fidelity/crime claim, It is a condition precedent to indemnity fully audited financials each financial year for those clubs/organisations required to do so under the Corporations Act 2001 (Corporations Act)
- 4) It is a condition precedent to indemnity that RM seminars take place re financial management
Sportscover have agreed to delete
- 5) It is a condition precedent to indemnity that there be two signatories on every payment. This condition shall not apply to a) sole traders whose operations are managed by a sole individual or b) a company whose operations are managed by a sole director / individual.

Insured Person Superannuation and Tax Liability – National and State bodies only

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

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

1. Extensions: The following Extensions are added to the policy under Section 1 -

Management Liability: Insured Person Superannuation and Tax Liability The Insurer shall pay, up to an aggregate amount of \$250,000, Loss arising from the personal liability of any Insured Person for unpaid corporate taxes or Superannuation Benefits to the extent that the Company is not able to pay such corporate taxes or Superannuation Benefits (either totally or partially) due to insolvency or other reason.

2. Definitions: The following Definitions are added to the policy under Section 1 -

Management Liability: Superannuation Benefits any obligation under a Plan to a participant or beneficiary under a Plan which is a payment of money or property, or the grant of a privilege or perquisite.

All other terms, conditions and exclusions remain unchanged.

Tax Audit Extension – Marsh National and State bodies only

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

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

1. Extensions:

Corporate Liability: Tax Audit

The Insurer shall pay, up to an aggregate amount of \$250,000 Tax Audit Costs incurred by the Company in response to a Tax Audit Notice received by the Company and notified to the Insurer during the Policy Period. Tax Audit Costs shall not be subject to a Retention.

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

Corporate Liability: Tax Audit Costs means reasonable costs and expenses of a qualified accountant or registered tax agent incurred by or on behalf of the Company with the Insurer's prior written consent arising from an audit of the Company by the Australian Taxation Office or any state or territory government tax collection authority. Tax Audit Notice means a written notification from the Australian Tax Office or any state or territory government tax collection authority of their intention to review the tax liabilities of the Company.

3. Exclusions: The following Exclusion is added to the policy

Corporate Liability: Tax Audit With respect to the 'Tax Audit' Extension, the Insurer shall not be liable for Tax Audit Costs in connection with:

- (i) customs legislation;
- (ii) the committing of any deliberately dishonest or deliberately fraudulent act, error, misrepresentation or omission;
- (iii) any refusal or failure to comply with any request made by or on behalf of the Australian Taxation Office or any Australian state or territory government tax collection authority for the provision of documents or information from the Company

Issued subject to the terms of the attached Policy Wording and signed by the authorised Representative of Sportscover Australia Pty Ltd on behalf of the Underwriter/s detailed above.



Printed by: A.B.

23/12/2024

DATE

Premium

As Agreed