

Policy Schedule

Class of Insurance

Management Liability

Quotation Number

33 2240298 ZML

Policyholder

The affiliated Hockey Clubs with Hockey Australia Limited and its collective State Association

Period of Insurance

From 31 March 2019 at 4:00pm to 31 December 2019 at 4:00 pm

Annual Premium

As agreed.

Policy Aggregate Limit of Liability

\$3,000,000 all *claims* and/or *losses* during the *period of insurance*

Limits of Liability

Section 1: Insured Persons Liability	\$3,000,000	all <i>claims</i> during the <i>period of insurance</i>
Section 2: Company Liability	\$3,000,000	all <i>claims</i> during the <i>period of insurance</i>
Section 3: Employment Practices Liability	\$500,000	all <i>claims</i> during the <i>period of insurance</i>
Section 4: Statutory Liability	\$500,000	all <i>claims</i> during the <i>period of insurance</i>
Section 5: Commercial Crime	\$500,000	all <i>losses</i> during the <i>period of insurance</i>
Section 6: Internet Liability	\$500,000	all <i>claims</i> during the <i>period of insurance</i>

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Sub-Limits of Liability

General Extension 3: Crisis Containment	\$100,000 in the aggregate for any one <i>period of insurance</i> , which shall be part of and not in addition to the policy aggregate <i>limit of liability</i>
General Extension – 4. Environmental Mismanagement Coverage (<i>claims against the company</i>)	\$500,000 in the aggregate for any one <i>period of insurance</i> , which shall be part of and not in addition to the policy aggregate <i>limit of liability</i>
Section 1, Extension – 2. Court Attendance Costs	\$500 per day per <i>insured person</i> subject to a total sub-limit of \$100,000 in the aggregate for any one <i>period of insurance</i> , which shall be part of and not in addition to Section 1 <i>limit of liability</i>
Section 1, Extension – 5. Excess Limit of Liability for Directors or Officers	\$1,000,000 per <i>director or officer</i> for any one <i>period of insurance</i> , which shall be in addition to the policy aggregate <i>limit of liability</i> \$1,000,000. in the aggregate for all <i>director or officer</i> for any one <i>period of insurance</i> , which shall be in addition to the policy aggregate <i>limit of liability</i>
Section 2, Extension 2. – Occupational Health & Safety Defence Costs for <i>claims</i>	\$500,000 in the aggregate for any one <i>period of insurance</i> , which shall be part of and not in addition to Section 2 <i>limit of liability</i>
Section 2, Extension 4. – Superannuation schemes	\$500,000 in the aggregate for any one <i>period of insurance</i> , which shall be part of and not in addition to Section 2 <i>limit of liability</i>
Section 5, Extension 2. – Contractual Penalties	\$100,000 in the aggregate for any one <i>period of insurance</i> , which shall be part of and not in addition to the policy aggregate <i>limit of liability</i>
Section 5, Extension 5. – Crime Investigation Costs	\$100,000 in the aggregate for any one <i>period of insurance</i> , which shall be in addition to the policy aggregate <i>limit of liability</i>

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Deductibles

Section 1: Insured Persons Liability	Insuring Clause 1: Nil each and every <i>claim</i>
	Insuring Clause 2: \$10,000 each and every <i>claim</i>
Section 2: Company Liability	\$10,000 each and every <i>claim</i>
Section 3: Employment Practices Liability	\$25,000 each and every <i>claim</i>
Section 4: Statutory Liability	Each Insured Person or Employee: \$25,000 each and every <i>claim</i>
	The Company: \$25,000 each and every <i>claim</i>
Section 5: Commercial Crime	\$25,000 each and every <i>loss</i>
Section 6: Internet Liability	\$10,000 each and every <i>claim</i>

Date of Continuous Cover

Insured Persons:	31 December 2016 excluding known claims/circumstances
Company:	31 December 2016 excluding known claims/circumstances

Notifications

The Financial Lines Claims Manager
Zurich Australian Insurance Limited
PO Box 677 North Sydney 2059
Or by email to:
The Financial Lines Claims Manager
fl.claims@zurich.com.au

Endorsements

1. Amended Bodily injury / Property damage Exclusion
2. Bankruptcy / Insolvency / Creditors Endorsement
3. Employment Practices Liability – Limited to Australia and/or New Zealand only
4. Extended Reporting Period – Deletion Endorsement
5. Fraudulent Impersonation Extension
6. Molestation / Sexual Harassment Endorsement
7. Non-Accumulation Endorsement
8. Player Contract Exclusion
9. Segregation of duties Exclusion
10. Tax Audit Extension

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Conditions

Standard Zurich Management Liability Insurance (PCUS-005159-2011).

The Limitations, Definitions, Extensions of Cover, Exclusions, and Conditions specified in the named policy apply, except to the extent it is hereby modified by the following endorsements, which are attached.

Issued

at Melbourne on 18 March, 2019


Zurich Australian Insurance Limited
ABN 13 000 296 640
AFS Licence No: 232507

A circular blue seal for Zurich Australian Insurance Limited. The outer ring contains the text 'ZURICH AUSTRALIAN INSURANCE LIMITED' at the top and 'ABN 13 000 296 640' at the bottom. The center of the seal features a white stylized 'Z' inside a blue circle.

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Endorsement Schedule

Endorsement Schedule

Endorsements attaching to and forming part of Policy No 33 2240298 ZML

With effect from 31 March 2019 at 4:00pm, this Policy is endorsed as follows:

Endorsement No. 1

Amended Bodily injury / Property damage Exclusion

General Exclusion 2 'Bodily injury / Property damage' is deleted in full and replaced as follows:

2. Bodily injury / Property damage

for *bodily injury* and/or *property damage* except that cover shall be provided for:

- a) mental anguish or emotional distress in connection with any *employment practices claim*;
- b) *defence costs* and *investigation costs* specified under Section 1, Extension of Cover 8. 'Occupational health and safety', other than for players;
- c) *representation costs* specified under Section 2, Extension of Cover 3. (b) 'Representation costs, other than for players; or
- d) *wrongful breach* claims covered under Section 4, other than for players.

Amended Occupational health and safety Extensions

Section 1 - Insured Persons Liability, Extension of Cover 8 'Occupational health and safety' is deleted in full and replaced as follows:

8. Occupational health and safety

We agree to pay *defence costs* to or on behalf of an *insured person* in respect of a *claim*, and *investigation costs* in respect of an *investigation*, in relation to any alleged breach of occupational health and safety law, other than for players. This extension of cover applies notwithstanding General Exclusion 2. 'Bodily injury / Property damage'.

This extension of cover includes *defence costs* in relation to any *corporate manslaughter proceedings*.

Section 2 - Company Liability, Extension of Cover 2 'Occupational health and safety' is deleted in full and replaced as follows:

2. Occupational health and safety

We agree to pay *defence costs* to or on behalf of the *company* in respect of a *claim*, in relation to any alleged breach of occupational health and safety law, other than for players. This extension of cover applies notwithstanding General Exclusion 2. 'Bodily injury / Property damage'.

Our total aggregate liability any one *period of insurance* provided under this extension shall not exceed \$500,000 or the amount specified in the *schedule*.

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Endorsement Schedule

Endorsement No. 2

Bankruptcy / Insolvency / Creditors Endorsement

We shall not be liable under this policy to make any payment for *loss* or *financial loss* (including *defence costs*) in connection with any *claim*, *investigation costs* or *representation costs* made against any *insured*:

- (a) arising out of, based upon, attributable to, as a consequence of or in any way involving, directly or indirectly:
 - (i) any *wrongful act* which is alleged to have led to or caused, directly or indirectly, wholly or in part, the bankruptcy or insolvency of the *company* or any *insured*, or to the *company* filing a petition, or a petition being filed against the *company* or any *insured*; or
 - (ii) the *company* or any *insured* has sustained a *financial loss* due, directly or indirectly, wholly or in part, to a *wrongful act* of any *insured(s)*, but only if such *claim* is made after the *company* or any *insured* has been determined to be insolvent, or has filed a petition for bankruptcy, or a petition has been filed against it, or the *company* or any *insured* has assigned its assets for the benefit of its creditors; or
- (b) brought by or on the behalf of any creditor or debt-holder of the *company* or any *insured*, or arising out of any liability (whether alleged or actual) to pay or collect accounts, including but not limited to *claims* alleging misrepresentation in connection with the extension of credit or purchase of a debt instrument, or *claims* alleging any deterioration in the value of the debt as a result of (wholly or in part) the bankruptcy or insolvency of the *company* or any *insured*.

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Endorsement Schedule

Endorsement No. 3

Employment Practices Liability – Limited to Australia and/or New Zealand only

It is hereby declared and agreed that with respect to *cover section 3* the following Special Condition shall apply.

Special Condition

The following Special Condition shall apply to this *cover section*. Please refer to the additional General Conditions applicable to all *cover sections*.

1. Territorial scope
Coverage under this *cover section* is limited to *loss* carried out in Australia and/or New Zealand only.

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Endorsement Schedule

Endorsement No. 4

Extended Reporting Period – Deletion Endorsement

We agree that General Extension of Cover 6 'Extended reporting period' in the policy is deleted in full.

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Endorsement Schedule

Endorsement No. 5

Fraudulent Impersonation Extension

Cover in respect of *external crime* is extended to cover any *loss* resulting directly from the *insured* having, in good faith, transferred money, *securities* or *property* in reliance upon a *transfer instruction* purportedly issued by the *insured* or by an *employee, client* or *vendor*, but which *transfer instruction* proves to have been fraudulently issued by an imposter without the knowledge or consent of the *insured* or such *employee, client* or *vendor*.

Our liability provided by this extension is sub-limited to \$25,000 during any one *period of insurance*.

It is further agreed the following Definitions are added to this policy:

Vendor

vendor means any entity or natural person from whom the *insured* purchases goods or services under a written contract, for a fee or other monetary consideration. However, *vendor* does not include any *financial institution, asset manager, broker-dealer, armoured motor vehicle company, or any similar entity*.

Transfer Instruction

transfer instruction means an instruction directing the *insured* to transfer money, securities or *property*.

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Endorsement Schedule

Endorsement No. 6

Molestation / Sexual Harassment Endorsement

We shall not be liable under this policy for *loss* or *financial loss* (including *defence costs*) in connection with any *claim* made against any *insured*, or *investigation costs* directly or indirectly arising out of, based upon, attributable to or as a consequence of any actual or alleged molestation or sexual harassment of any description or of any person.

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Endorsement Schedule

Endorsement No. 7

Non-Accumulation Endorsement

Our total aggregate liability under this policy and the policy(ies) listed below, or any renewal or replacement thereof, combined, in respect of:

- (a) all *claims* and *investigations* arising directly or indirectly from or in respect of one or more or continuous or repeated *wrongful acts*, *wrongful breaches* or *electronic publishing claims* that have as a common link any act, error, omission, fact, circumstance, situation, event, transaction, cause or source or series of causally connected acts, errors, omissions, facts, circumstances, situations, events, transactions, causes or sources, whether committed by one or more of the *insured* and whether directed to or affecting one or more than one person or legal entity; and
- (b) if Section 5 - Commercial Crime is shown as included in the *schedule*, all *criminal acts* that have as a common link any act, error, omission, fact, circumstance, situation, event, transaction, cause or source or series of causally connected acts, errors, omissions, facts, circumstances, situations, events, transactions, causes or sources, whether committed by one or more person and whether directed to or affecting one or more than one person or legal entity,

shall not exceed \$10,000,000

Policy number:	33 2233098 ZML
Period of insurance:	31 March 2019 to 31 December 2019

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Endorsement Schedule

Endorsement No. 8 Player Contract Exclusion

It is hereby declared and agreed the following General Exclusion is added to this policy.

We shall not be liable under this policy to make any payment for *financial loss* or *loss* (including defence costs) in connection with any *claim* made against any *insured*, or *investigation costs* or *representation costs* in respect of any *investigation*:

12. Player Contract
based upon, arising from, or in consequence of any written, oral, express or implied contract between the *insured* and any hockey player.

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Endorsement Schedule

Endorsement No. 9 Segregation of duties Exclusion

We shall not be liable under *cover section 5* – Commercial Crime to make any payment for *loss* directly or indirectly arising from or in connection with:

- (a) any cheques that are not countersigned;
- (b) any instructions to the *insured's* bank, by whatever means, authorising the transfer, payment or delivery of funds in the *insured's* account, whether to another of the *insured's* accounts or to the account of a party other than the *insured*, that are not authorised by one or more *employees* with the authority to do so other than any *employee* initiating the transfer, payment or delivery request;
- (c) an *employee* who reconciles bank statements also making deposits provided that this exclusion (c) shall not apply where there is a requirement for deposits to be authorised by one or more *employees* with the authority to do so other than any *employee* making deposits;
- (d) an *employee* performing solely any two or more of such of the following duties as are listed consecutively below:
 - (1) ordering
 - (2) receiving
 - (3) recording; and
 - (4) stocktakingof any stock, equipment or other inventory, whether or not such acts or omissions caused or contributed to such loss. In all other respects the policy remains unaltered.

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Endorsement Schedule

Endorsement No. 10

Tax Audit Extension

Endorsement attaching to and forming part of Policy No. 33 2240298 ZML

With effect from 31 March 2019 at 4:00pm, this policy is endorsed as follows in altering Section 2 – Company Liability. This endorsement does not increase our *limit of liability*, unless expressly stated otherwise. This endorsement is subject to the limitations, exclusions, definitions and conditions of the policy.

Definitions

The following Definitions are added:

Tax audit Costs

tax audit costs means reasonable costs and expenses of a qualified accountant or registered tax agent (other than remuneration payable to any *insured persons* or *employees* of the *company*) incurred by the *company*, with our prior written consent, arising from a *tax audit notice* issued to the *company*.

Tax audit notice

tax audit notice means a written notification from the Australian Taxation Office relating to the *company's* liability to pay income tax, fringe benefits tax, termination payments tax, superannuation payments tax, capital gains tax, A New Tax System (Goods and Services) Tax or sales tax (including the amount of any such tax) only.

Extensions of Cover

The following Extension of Cover is added:

5. Tax Audit

We will pay to or on behalf of the company, necessary *tax audit costs* incurred by the *company* directly in connection with a *tax audit notice*, provided that the *tax audit notice* was first made during the *period of insurance* or within the *extended reporting period* (if applicable).

Our total aggregate liability any one *period of insurance* provided under this extension shall not exceed \$50,000 or the amount specified in the *schedule*.

Exclusions

The following additional Exclusion is included:

- 4.** We shall not be liable under Extension of Cover 5. to make any payment for *tax audit costs* in connection with any *tax audit notice* made against the *company* in connection with:
- (a) any refusal or failure to comply with any request made by or on behalf of the Australian Taxation Office for the provision of documents or information from the *company*;
 - (b) any matter in respect to customs legislation;
 - (c) the committing of any deliberately dishonest or deliberately fraudulent act, error, misrepresentation or omission;
 - (d) any tax audit conducted or related to income derived outside of Australia and/or New Zealand; or
 - (e) *tax audit costs* incurred after the completion of the tax audit or investigation.

In all other respects the policy remains unaltered