

Level 11, 56 Clarence Street SYDNEY NSW 2000 Telephone 61 (2) 9249 4850 Facsimile 61 (2) 9249 4840 Website: www.sleaustralia.com.au

# **BROADFORM LIABILITY POLICY**

# SCHEDULE

Policy Number:	205034401022	
The Insured:	Country Rugby League of NSW Inc.	
Period of Insurance:	31 December 2016 to 4:00pm 31 December 2017	
The Business:	Administrators and organisers of rugby league in rural NSW	
Retroactive Date:	31 December 1998	
Limits of Liability:	Public Liability	\$50,000,000 any one Occurrence
	Products Liability	\$50,000,000 any one period of insurance
Sublimits:	Care, Custody & Control Professional Liability Molestation	\$20,000 any one occurrence \$5,000,000 limited in the aggregates \$1,000,000 limited in the aggregates
Excess:	Standard excess Professional Liability Molestation	\$500 each and every Occurrence \$500 each and every Claim \$500 each and every Claim
Geographic Limits:	Australia and New Zealand wide	
Wording:	Sports Liability Version 2 06-2016 Participant to Participant	
Premium: GST: Stamp Duty: Admin Fees: GST on Fee: Total:	As Agreed As Agreed As Agreed As Agreed As Agreed As Agreed	
Broker:	CRL OF NSW Po Box 411 Sydney Markets NSW 212	29

Insurer:

Underwritten for certain underwriters at Lloyd's of London & Chubb Insurance Australia Limited by their agent SLE Worldwide Australia Pty Ltd. under binding authorities B0572NA16SL03 & 001-2016 respectively.

\$20,000,000 x \$5,000,000 is 100% underwritten for Chubb Insurance Australia Limited by their agent SLE Worldwide Australia Pty Limited under binding authority 001-2016. \$25,000,000 x \$25,000,000 is 100% underwritten for Chubb Insurance Australia Limited by their agent SLE Worldwide Australia Pty Limited.

**Certificate:** 

This is to certify that in accordance with the authorisation granted under Contract No B0572NA16SL03 to the undersigned by certain Underwriters at Lloyd's, whose names and the proportion underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's policy Signing Office, and in accordance with the authorisation granted under Agreement No Underwritten for certain underwriters at Lloyd's of London & ACE Insurance Ltd. by their agent SLE Worldwide Australia Pty Ltd. under binding authorities B0572NA16SL03 & 001-2016 respectively. by ACE Insurance Limited whose underwritten proportion will be supplied on application, (all of whom are hereinafter referred to as "the Insurers)", and in consideration of the premium specified herein, the said Insurers are hereby bound, each for his own part and not for another, their Executors and Administrators and in respect of its due proportion only, to insure in accordance with the terms and conditions contained in the policy to which this Certificate is attached.

#### Stamped & Dated:

14 November 2016



for and on behalf of SLE Worldwide Australia Pty Limited ABN 15 066 698 575 AFSL 237268 PO Box H308 Australia Square NSW 1215 Phone: +61 2 9249 4850

# ENDORSEMENTS ATTACHING TO AND FORMING PART OF POLICY NO: 205034401022

# BREACH OF PROFESSIONAL DUTY EXTENSION (SLE)

NOTICE TO THE INSURED

The terms and conditions of this Endorsement provide that:

1. A Claim (as defined within this Endorsement) must be made against the Insured during the Period of Insurance for this Policy to apply; and

2. The Insured must immediately notify the Insurer in writing of such Claim(s). Such notification must be given to the Insurer during the Period of Insurance for this Policy to apply. If any circumstances or facts come to the attention of the Insured during the Period of Insurance which are likely to give rise to a Claim(s) being made against them or which the Insured should reasonably expect to give rise to a Claim(s) being made against them, the terms and conditions of this Endorsement provide an option as to whether or not to notify the Insurer. However, failure to notify may affect Policy indemnity, (i.e.) All or part of any subsequent Claim(s) may not be covered. Assuming the option to notify the Insurer is chosen such notification must be given in writing during the Period of Insurance for this Policy to apply. The time of the happening of the negligent act, error or omission which gives rise to a Claim(s) or a possible Claim(s), is not of relevance provided they occur after the Retroactive Date specified in the Schedule. Upon expiry of the Period of Insurance, no further Claim(s) can be made under this Policy and therefore the maintenance of insurance provided by this Endorsement is essential.

#### COVER APPLICABLE TO THIS ENDORSEMENT

The Insurer, to the extent and in the manner hereinafter provided, hereby agrees to pay to or on behalf of the Insured up to the Limit of Liability as stated in the Schedule as applying to this Endorsement against all sums which the Insured shall become legally liable to pay as Compensation for Personal Injury and/or Property Damage as a result of a Claim or Claims first made against the Insured and reported to the Insurer during the Period of Insurance arising out of an act, error or omission committed or alleged to have been committed by or on behalf of the Insured in breach of the Insured's Professional Duty in connection with the Business.

#### LIMIT OF LIABILITY AND EXCESS APPLICABLE TO THIS ENDORSEMENT

The Insurer hereby agrees to pay all costs in the defence of a Claim for which indemnity is available under this Endorsement provided that the total aggregate liability (including Supplementary Payments) shall not exceed the Limit of Liability specified in the Schedule as applying to this Endorsement notwithstanding the number of Claims made. The Excess shown in the Schedule as applying to this Endorsement shall be the amount first payable by the Insured in respect of any one Claim and shall be borne by and at the Insured's own risk. The Insurer's liability shall only be in excess of this amount.

#### EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT

This Endorsement does not cover liability:

1. Which is already excluded under the Policy.

2. Which is more specifically insured against in any other section of this Policy.

3. Arising out of acts, errors or omissions which occurred or allegedly occurred prior to the Retroactive Date specified in the Schedule.

4. Arising out of any facts or circumstances of which the Insured was aware of prior to the commencement of the Period of Insurance or which a reasonable person in the Insured's position would have considered may give rise to a Claim.

5. Assumed under contract or agreement unless such liability would have attached in the absence of such contract or agreement.

6. Arising from an Occurrence which is inevitable having regard to the circumstances and nature of the work undertaken.7. Arising from or in connection with advice, consultancy, specification, supervision or other Professional Duty given or undertaken by the Insured not in relation to the Business.

8. Arising out of conspiracy, conversion, deceit, inducement, breach of contract, injurious falsehood or fraudulent, criminal or malicious act or omission of the Insured.

9. Arising in North America or in respect of any Claims which would be subject to the jurisdiction of the Courts of North America.

10. Incurred by or caused by a Director or Officer of the Insured whilst acting within the scope of their duties in such capacity.

# DEFINITIONS APPLICABLE TO THIS ENDORSEMENT

"Claim" or "Claims" means:

(i) Any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third or similar party notice issue against or serviced upon the Insured or
(ii) The receipt by the Insured of any written or verbal notice of demand for compensation made by a third party against them.

"Professional Duty" means the duty owed in a professional capacity by CRL Referees, Accredited Coaches and Trainers

#### CONDITIONS APPLICABLE TO THIS ENDORSEMENT

1. The Insured shall, as a condition precedent to their right to be indemnified under this Endorsement give to the Insurer as soon as practicable notice in writing during the Period of Insurance:

(i) of any Claim(s) made against the Insured.

(ii) of the receipt of notice from any person of an intention to make a Claim against the Insured.

2. The Insured shall give to the Insurer, as soon as practicable, notice in writing during the Period of Insurance of any circumstance of which they become aware during the Period of Insurance, likely to give rise to a Claim against them. If, during the Period of Insurance, the Insured becomes aware of any circumstances which might subsequently give rise to a Claim under this Endorsement and elect, during the Period of Insurance, to give written notice to the Insurer of such circumstances, then any such Claim which might subsequently arise out of such circumstances will be deemed to have been made during the Period of Insurance.

#### **MOLESTATION EXTENSION**

This Policy does not cover liability in respect of Personal Injury arising out of or caused by or in connection with the molesting, interfering or assault of any person by:

- the Insured,
- any of the Insured's employees,
- any person acting on behalf of the Insured,
- any person for whom the Insured may be held legally liable.

The Insurer shall have no obligation to defend any action, suit or proceeding against the Insured either directly or vicariously seeking damages for such Personal Injury.

Notwithstanding the above, the Insurer will extend this policy to indemnify the Insured as defined under Policy definitions 10 (i), (ii) & (iii) in respect of their vicarious legal liability arising out of or caused by or in connection with the molesting, interfering or assault of any person but only in respect of Claims made during the Period of Insurance and where such molesting, interfering or assault occurs after the retroactive date of this Endorsement.

#### NOTICE TO THE INSURED

The terms and conditions of this Endorsement provide that:

1. A Claim (as defined within this Endorsement) must be made against the Insured during the Period of Insurance for this Policy to apply; and

2. The Insured must immediately notify the Insurer in writing of such Claim(s). Such notification must be given to the

Insurer during the Period of Insurance for this Policy to apply.

If any circumstances or facts come to the attention of the Insured during the Period of Insurance which are likely to give rise to a Claim(s) being made against them or which the Insured should reasonably expect to give rise to a Claim(s) being made against them, the terms and conditions of this Endorsement provide an option as to whether or not to notify the Insurer.

However, failure to notify may affect Policy indemnity, (i.e.) All or part of any subsequent Claim(s) may not be covered. Assuming the option to notify the Insurer is chosen such notification must be given in writing during the Period of Insurance for this Policy to apply. The time of the happening of the molestation, interference or assault which gives rise to a Claim(s) or a possible Claim(s), is not of relevance provided they occur after the Retroactive Date of this Endorsement.

## DEFINITIONS APPLICABLE TO THIS ENDORSEMENT

For the purpose of this Endorsement Claim or Claims means:

(i) any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third or similar party notice issue against or serviced upon the Insured or,
(ii) the receipt by the Insured of any written or verbal notice of demand for Compensation made by a third party against them, notwithstanding the number of occurrences or incidents alleged to have taken place.

The Insured means the Insured as defined under Policy definitions 10 (i), (ii) & (iii) only.

## COVER APPLICABLE TO THIS ENDORSEMENT

The Insurer, to the extent and in the manner hereinafter provided, hereby agrees to pay to or on behalf of the Insured up to the Limit of Liability as stated in this Endorsement against all sums which the Insured, shall become vicariously legally liable to pay as Compensation as a result of a Claim or Claims first made against the Insured and reported to the Insurer during the Period of Insurance arising out of any molestation, interference or assault committed or alleged to have been committed by the Insured, or another party for which the Insured may be legally liable, in connection with the Business.

#### LIMIT OF LIABILITY AND EXCESS APPLICABLE TO THIS ENDORSEMENT

The Insurer hereby agrees to pay all costs in the defence of a Claim (including Supplementary Payments) for which indemnity is available under this Endorsement provided that the total aggregate liability (including Supplementary Payments) shall not exceed \$1,000,000 any one Claim & in the aggregate during any one Period of Insurance, notwithstanding the number of Claims made.

An Excess of \$500 each and every Claim (including Supplementary Payments) shall be the amount first payable by the Insured and shall be borne by and at the Insured's own risk. The Insurer's liability shall only be in excess of this amount.

# EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT

This Endorsement does not cover liability:

(i) arising out of molestation, interference or assault which occurred or allegedly occurred prior to the Retroactive Date,
(ii) arising out of any facts or circumstances of which the Insured was aware of prior to the commencement of the Period of Insurance or which a reasonable person in the Insured's position would have considered may give rise to a Claim,
(iii) assumed under contract or agreement unless such liability would have attached in the absence of such contract or agreement,

(iv) not in relation to the Business,

(v) arising in North America or in respect of any Claims which would be subject to the jurisdiction of the Courts of North America.

The Insurer will not indemnify any individual convicted of any criminal act in respect of any civil suit or action or Claim arising in connection with such criminal act.

## CONDITIONS APPLICABLE TO THIS ENDORSEMENT

1. The Insured shall, as a condition precedent to their right to be indemnified under this Endorsement give to the Insurer as soon as practicable notice in writing during the Period of Insurance:

(i) of any Claim(s) made against the Insured,

(ii) of the receipt of notice from any person of an intention to make a Claim against the Insured.

2. The Insured shall give to the Insurer, as soon as practicable, notice in writing during the Period of Insurance of any circumstance of which they become aware during the Period of Insurance, likely to give rise to a Claim against them. If, during the Period of Insurance, the Insured becomes aware of any circumstances which might subsequently give rise to a Claim under this Endorsement and elect, during the Period of Insurance, to give written notice to the Insurer of such circumstances, then any such Claim which might subsequently arise out of such circumstances will be deemed to have been made during the Period of Insurance.

Retro Active Date 31st December 2014

Stamped & Dated:

14 November 2016



for and on behalf of SLE Worldwide Australia Pty Limited ABN 15 066 698 575 AFSL 237268 PO Box H308 Australia Square NSW 1215 Phone: +61 2 9249 4850



# SLE Worldwide Australia Pty Limited

A.B.N. 15 066 698 575 AFSL 237268

Level 11, 56 Clarence Street SYDNEY NSW 2000 Telephone 61 (2) 9249 4850 Facsimile 61 (2) 9249 4840 Website: www.sleaustralia.com.au

Certificate of Currency		
Type of Cover:	Broadform Liability	
The Insured:	Country Rugby League of NSW Inc.	
Period Of Insurance:	31 December 2016 To 4:00pm on 31 December 2017	
The Business:	Administrators and organisers of rugby league in rural NSW	
Limits of Liability:	Public Liability \$50,000,000 any one Occurrence	
	Products Liability \$50,000,000 any one Period of Insurance	
	Care, Custody & Control \$20,000 any one occurrence Professional Liability \$5,000,000 limited in the aggregates Molestation \$1,000,000 limited in the aggregates	
Excess:	Standard excess \$500 each and every Occurrence Professional Liability \$500 each and every Claim Molestation \$500 each and every Claim	
Insurer:	Underwritten for certain underwriters at Lloyd's of London & Chubb Insurance Australia Limited by their agent SLE Worldwide Australia Pty Ltd. under binding authorities B0572NA16SL03 & 001-2016 respectively. \$20,000,000 x \$5,000,000 is 100% underwritten for Chubb Insurance Australia Limited by their agent SLE Worldwide Australia Pty Limited under binding authority 001-2016. \$25,000,000 x \$25,000,000 is 100% underwritten for Chubb Insurance Australia Limited by	

#### their agent SLE Worldwide Australia Pty Limited.

Policy Number:	205034401022
Geographical Limits:	Australia and New Zealand wide
Broker:	CRL OF NSW Po Box 411 Sydney Markets NSW 2129

Stamped & Dated:

14 November 2016



SLE Worldwide Australia Pty Limited is acting under the authority of the Insurers and will be effecting this contract of insurance as agent of the Insurer and not the Insured. ABN 15 066 698 575 AFSL License No: 237268

Please Note: Whilst an expiry date has been indicated, it should be known this policy can be cancelled at any time in the future. Accordingly reliance should not be placed on the expiry date.

#### **IMPORTANT NOTES:**

1. The Insured may cancel this Policy by giving written notice to SLE Worldwide Australia Pty Limited. The Insurer may cancel this Policy in accordance with the Policy conditions. In the event of cancellation by the Insured a pro rata return premium shall be allowed subject to SLE Worldwide Australia Pty Limited's cancellation fee being 20% of the return premium plus GST or \$300 plus GST whichever is the greater. When the premium has been calculated on estimates provided by the Insured, cancellation shall not affect the Insured's obligations to supply such information as will allow the Insurer to calculate the amount of adjustment applicable up to the date of cancellation.

2. Please ensure that you read this document in its entirety.