



Global Primary Public & Products Liability Insurance

POLICY NO: AU00009662LI20A

INSURED: Basketball Australia

Date of Issue: Friday, 30 October 2020



SCHEDULE

Global Primary Public & Products Liability Insurance

Insured Companies

Basketball Australia and its State and Territory Associations including
Australian Capital Territory Basketball Inc.
New South Wales Basketball Association Limited
Basketball Northern Territory
Queensland Basketball Inc.
Basketball South Australia Inc. & SA Country Basketball Council Inc.
Tasmanian Basketball Association Inc.
Basketball Victoria Inc.
Western Australian Basketball Federation Inc.

including their affiliated Leagues, Associations, Centres, Clubs and all Registered Members, Players, Voluntary Workers, Umpires/Referees, Coaches, trainers, Officials and Employees, Members of the Board of Management and Executives and including non-affiliated clubs as declared, Affiliated Women's National Basketball League and South East Australian Basketball League Teams, and financial Institutions and other corporations having an insurable interest herein and subsidiary and/or related corporations (as defined under the Australian Corporations Law) now existing or hereafter constituted or acquired and social and sports clubs (including their committees and officers from time to time)

Insured's Business

Principally Administration, Promotion, Organisation, Participation and Control of Basketball including Sanctioned Training Sessions and Training Camps, School Promotions and Competitions, charity activities, coaching, umpiring / referring, the rendering of First Aid, provision of food and drink, publication of newsletters, sale of merchandise, property owners or property occupiers of stadiums and other properties, social activities including awards presentations, fundraising BBQ's and other gatherings and other activities carried out by Basketball States & Territories its member associations and / or clubs in the course of conducting or promoting basketball.



Various training methods are used for the athletes participating in basketball. These include but are not limited to; weight / resistance training, circuit training, interval training, running etc.

Some members, coaches and umpires are paid for their services. These insured persons are to be covered under this policy. and any other activity incidental thereto

Period of Insurance

Effective date 1st September 2020 at 4.00pm LST
Expiry date 1st September 2021 at 4.00pm LST

Territorial Limits

Worldwide excluding the United States of America (USA) including its territories and Canada, except in respect of:

- a) Products exported to the United States of America (USA) including its territories and Canada without the knowledge of the insured, the Insureds agents or employees;
- b) Business visits by directors and employees normally resident in the Commonwealth of Australia other than employees who are engaged in manual labour during such visits.

Provided that the Insured has no legal presence in the United States of America (USA) including its territories and Canada

Limit of Liability

A\$20,000,000 any one Occurrence other than liability arising out of the Insured’s Products which shall be limited to

A\$20,000,000 any one Occurrence and in the aggregate for all Personal Injury and Property Damage occurring during the Period of Insurance

Sub Limit(s)

Professional Liability
(exclusion 6.14 write-back for Personal Injury/Property Damage)



	A\$10,000,000	In respect of each occurrence and in the annual aggregate during the period of insurance
	Care, Custody & Control (section 6.15)	
	A\$500,000	In respect of each occurrence and in the annual aggregate during the period of insurance
	Molestation, Sexual Abuse / Assault	
	A\$500,000	In respect of each claim and in the annual aggregate during the period of insurance
Deductible(s)	A\$2,500	Each Occurrence
	Other than	
	A\$2,500	Each claim in respect of Professional Liability
	A\$10,000	each Claim in respect of Molestation, Sexual Abuse / Assault
Retroactive Date(s)		
Molestation, Sexual Abuse/Assault		1 st September 2013 at 4.00pm LST
Premium	As agreed	





Signed on behalf of XL Insurance Company SE
ABN 36 083 570 441



Date of Issue: Friday, 30 October 2020





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1. PREAMBLE

This Policy consists of:

- (a) this Policy wording; and
- (b) each endorsement issued by the Company and attached or intended to be attached to the Policy wording or intended by the Company to form part of this Policy; and
- (c) the Current Schedule.

The Policy wording and the Current Schedule are to be read together. Any word or expression given a specific meaning in the Clause headed Definitions will mean the same wherever else it appears unless specially stated otherwise. Marginal notes and headings are used only for the purpose of identification and should not be construed as forming part of the wording for the purpose of interpreting this Policy.

2. THE AGREEMENT

In consideration of the payment of the Premium set out in the Current Schedule, the Company provides indemnity to the Insured in accordance with this Policy, subject to the limitations, terms and conditions of this Policy for the period set out in the Current Schedule.

This Policy is limited to the term specified in the Period of Insurance in the Current Schedule.

3. THE COVER

The Company agrees to indemnify the Insured up to the Limit of Liability and subject to all terms, conditions and exclusions of this Policy for:

- (a) all amounts which the Insured becomes legally liable to pay as compensation (excluding punitive, exemplary, aggravated and liquidated damages) for Personal Injury, Property Damage and/or Advertising Injury occurring within the Territorial Limits as a result of an Occurrence occurring within the Period of Insurance in connection with the Insured's Business;





- (b) all legal costs taxed/assessed against the Insured arising out of Personal Injury, Property Damage or Advertising Injury for which indemnity is available under clause 3(a); and
- (c) all interest accruing after entry of judgment against the Insured arising out of Personal Injury, Property Damage or Advertising Injury for which indemnity is available under clause 3(a) until the Company has paid, tendered or deposited in court such part of such judgment as does not exceed the Limit of Liability.

The total indemnity available under this clause in respect of the combined amounts in (a), (b) and (c) is restricted to the Limit of Liability.

4. SUPPLEMENTARY PAYMENTS

Claims worldwide

In relation to claims made and/or actions instituted against the Insured worldwide including the United States of America or Canada, or claims or actions to which the laws of the United States of America or Canada apply, the Company shall indemnify the Insured in respect of expenses, including investigation and legal costs as set out in (a) and (b) below, subject to the Limit of Liability:

- (a) all expenses, including investigation and legal costs incurred by the Company and/or by the Insured with the written consent of the Company, in the settlement or defence of any claim or suit for compensation in respect of which the Insured is entitled to indemnity under clause 3 above or if sustained would be so entitled; and
- (b) all expenses incurred by the Insured for first aid to others for Personal Injury to which clause 3 above applies (other than medical expenses prohibited by law).

5. CROSS LIABILITY

Where the Insured comprises more than one entity the term Insured shall be considered as applying to each entity in the same manner as though a separate policy had been issued to each entity, provided nothing contained in this Clause shall operate to increase the Company's Limit of Liability as specified in the Current Schedule.





6. EXCLUSIONS

This Policy does not cover any liability arising out of or connected directly or indirectly with:

6.1 Advertising Liability

Advertising Injury resulting from:

- (a) failure of performance of contract or breach of contract; or
- (b) infringement of trade-mark or trade name; or
- (c) incorrect description of any article or commodity; or
- (d) mistake in advertised price;

first committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Insured's advertising activity.

6.2 Aircraft, Hovercraft, Watercraft and Registered Vehicles

the ownership, possession, maintenance, operation, use or legal control by or on behalf of the Insured of any:

- (a) Aircraft, (also claims arising out of the Insured's Products that are used with the Insured's knowledge in Aircraft or aerial devices); or
- (b) Hovercraft; or
- (c) Watercraft or vessels exceeding 10 metres in length.

This sub-clause (c) shall not apply where the watercraft or vessel is:

- (i) let out on hire or on charter to the Insured and is wholly crewed/manned by a professional crew; and
- (ii) the Insured is not in the business of letting for hire or charter any Watercraft or vessels; and



- (iii) the hiring or chartering of the Watercraft or vessel by the Insured is not undertaken in the normal course of the Insured's Business.
- (d) Vehicle which is registered or is required under any legislation to be registered; or
- (e) Vehicle in respect of which compulsory insurance is required to be effected by virtue of any legislation.

Exclusion 6.2 (d) and (e) does not apply to Personal Injury and/or Property Damage arising from:

- (i) the delivery or collection of goods to or from any Vehicle where such Personal Injury and/or Property Damage occurs beyond the limits of any carriageway or thoroughfare; or
- (ii) the loading or unloading of any Vehicle; or
- (iii) the use of any Vehicle as a Tool of Trade.

6.3 Alterations/Additions, Construction of Buildings

the erection, construction, demolition, alteration of and/or addition to a building(s) by or on behalf of the Insured, except alteration of or addition not exceeding in cost the sum of A\$250,000 to a building(s) owned and/or occupied by the Insured.

6.4 Toxic Substances

- (a) any actual or alleged liability, whatsoever for any claim in respect of loss or losses (exclusively or partially) arising out of, resulting from, or in consequence of, or in any way involving asbestos or refractory ceramic fibres, or any materials containing asbestos or refractory ceramic fibres in whatever form or quantity;
- (b) polychlorinated biphenyls (PCBs).



6.5 Contractual Liability

liability assumed under any contract or agreement. Provided that this Exclusion 6.5 does not apply to:

- (a) liability which would have been imposed by law in the absence of such contract or agreement; or
- (b) those contracts or agreements specified in the Current Schedule.

6.6 Electro Transmissions and Nuclear/Radioactive Contamination

- (a) electromagnetic fields, extremely low frequency electric fields and/or magnetic fields, microwave emissions or radio emissions;
- (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this Exclusion only, combustion shall include any self-sustaining process of nuclear fission;
- (c) nuclear weapons material.

6.7 Employer's Liability

- (a) Personal Injury to any person arising out of or in the course of the employment of such person in the service of the Insured;
- (b) Personal Injury to any person who is deemed to be the employee of the Insured pursuant to any legislation relating to worker's compensation;
- (c) Personal Injury for which the Insured is entitled to seek indemnity under any statutory fund, statutory scheme, self-insurance or 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;
- (d) claims made against the Insured under the provisions of any Workers' Compensation legislation, any industrial award, agreement of determination;





- (e) any claim by any person arising out of or in the course of the employment of such person in the service of the insured for harassment, discrimination or unfair dismissal.

6.8 Fines and Penalties

finances or penalties imposed by law, punitive, exemplary, aggravated and liquidated damages.

6.9 Libel, Slander and Defamation

the publication of any defamatory material:

- (a) made prior to the commencement of the Period of Insurance; or
- (b) made at the Insured's direction or with the Insured's authority or with knowledge of its falsity; or
- (c) related to advertising, broadcasting, telecasting or publishing activities conducted by or on behalf of the Insured.

6.10 Loss of Use

loss of use of tangible property which has not been physically damaged or destroyed resulting from:

- (a) a delay in or lack of performance by or on behalf of the Insured in relation to any contract or agreement; or
- (b) the failure of the Insured's Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the Insured.

This Exclusion 6.10 (b) does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the Insured's Products after such products have been put to use by any person or organisation other than the Insured.



6.11 Pollution

claims made and/or actions instituted against the Insured worldwide excluding the United States of America and Canada for:

- a) the actual, alleged or threatened discharge, dispersal, release, escape, seepage or migration of Pollutants; or
- b) any:
 - i) governmental direction or request that the insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants; or
 - ii) claim or action instituted against the Insured by or on behalf of any governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralising Pollutants;

provided that these Exclusions 6.11 a) and b) do not apply to liability which arises out of the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants that is sudden, identifiable, unintended, unexpected and which takes place in its entirety at a specific time and place.

In respect of claims made and/or actions instituted against the Insured in the United States of America and Canada, this Policy does not cover any liability arising out of or connected directly or indirectly with:

- c) the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; or
- d) any governmental direction or request that the Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants;

in the United States of America or Canada or any territory coming within the jurisdiction of the courts of the United States of America or Canada.



6.12 Product Defect/Faulty Workmanship

- (a) Property Damage to the Insured's Products if such damage is attributable to any defect therein or the harmful nature thereof or unsuitability for the purpose for which they were intended; or
- (b) performing, completing, repairing, replacing, correcting or improving any work or service undertaken or provided by or on behalf of the Insured.

6.13 Product Recall

the withdrawal, recall, inspection, repair, replacement or loss of use of the Insured's Products or any property of which such products form a part.

6.14 Professional Liability

the rendering of or failure to render professional advice or service by the Insured or any error or omission connected therewith.

This Exclusion 6.14 does not apply to liability arising out of the rendering or failure to render medical advice at the Insured's Premises by Medical Persons employed by the Insured to provide first aid and ancillary medical services.

6.15 Property in Physical or Legal Control

Property Damage to:

- (a) property owned by or leased or rented to the Insured; or
- (b) property in the physical or legal control of the Insured.

This Exclusion 6.15 shall not apply to liability for Property Damage to:

- (i) real property, including buildings which are leased or rented to the Insured; or





- (ii) real property including contents, not owned, leased or rented to the Insured but temporarily occupied by the Insured for the purpose of carrying out work in connection with the Insured's Business, but no indemnity is granted for damage to that part of the property on which the Insured is or has been working or which arises out of such work; or
- (iii) vehicles (not belonging to or used by or on the behalf of the Insured) in the physical or legal control of the Insured where such Property Damage occurs whilst any such Vehicles are in a car park owned or operated by the Insured but not where the Insured as part of its business is a car park owner or operator for reward; or
- (iv) property belonging to visitors or Insured's Employees; or
- (v) property in the physical or legal control of the Insured (except whilst undergoing any process or being worked upon) for which the Insured has not assumed any responsibility to obtain Insurance. However, for such claims the Company will indemnify the Insured against such claims, subject to the terms of this Policy to a maximum of A\$500,000 in the aggregate during the Period of Insurance, subject to payment by the Insured of the Deductible specified in the Current Schedule.

6.16 Tobacco/Tobacco Products

death or the contraction, aggravation or exacerbation of any disease, sickness, injury, or disorder of the human body or mind as a result of the use or consumption (including passive smoking) of tobacco or tobacco products.

6.17 War/Terrorism

- (a) 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 or destruction of or damage to property by or under the order of any government or public or local authority; or
- (b) any act of terrorism, piracy or hijack; or



- (c) any other civil disturbance or civil unrest, including strike, protest and civil commotion.

7. STANDARD CONDITIONS

7.1 Cancellation

- (a) The Insured may cancel this Policy by giving notice in writing to the Company.
- (b) The Company may cancel this Policy in any of the circumstances set out in the Insurance Contracts Act 1984.
- (c) For any period during which this Policy has been in force the Company is entitled to keep or charge a pro rata proportion of the premium. If the Insured has requested the cancellation the Company may charge or deduct from any refund its standard cancellation fee which will represent 10% of the premium applicable for the unexpired term of the Period of Insurance.

7.2 Claims Procedure

- (a) Notice shall be given as soon as possible to the Company of every Occurrence, event, claim, writ, summons, proceedings, impending prosecution and/or inquest in respect of which there may arise a liability under this Policy.
- (b) The Insured shall not without the Company's consent make any admission, offer, promise or payment in connection with any Occurrence, event, claim, writ, summons, proceedings, impending prosecution and/or inquest.
- (c) The Company shall be entitled, if it so desires, to take over and conduct in the Insured's name the defence or settlement of any claim and the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient.
- (d) The Insured shall use its best endeavours to preserve any property, products, appliances, plant and other objects which may be required in connection with the investigation of or the



defending of any claim made against the Insured and shall not, except to prevent further Personal Injury and/or Property Damage, without the Company's consent and until the Company has had an opportunity of inspection, make any alteration or repair to or dispose of such matter.

- (e) The Company shall be entitled to prosecute in the Insured's name at its expense and for its own benefit any claim for indemnity or contribution towards any loss or damage.
- (f) The Company shall have full discretion in the conduct of any proceedings in connection with any claim and the Insured shall give all information and assistance as the Company may reasonably require in the prosecution, defence or settlement of any claim.
- (g) In the event of an Occurrence, the Insured shall promptly take at its own expense all reasonable steps to prevent further Personal Injury and/or Property Damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this Policy.
- (h) The Company shall be entitled to attend any inquest in respect of which there may arise liability under this Policy.
- (i) In respect of claims for amounts less than the Deductible the Insured shall at all times observe and duly comply with the Claims Procedure referred to above.
- (j) Any person or organisation for which the Company makes a payment under this Policy must transfer to the Company their right to recovery against any other party. After a loss the Insured must do everything necessary to secure and do nothing to impair these rights.

Any amount recovered will be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.



7.3 Discharge of Liabilities

The Company may at any time pay to the Insured the applicable Limit of Liability (after deducting all amounts already paid by or on behalf of the Company) or any lesser amount for which a claim or claims may be settled. Upon such payment, the Company will not be under any further liability to the Insured and will be released from all liability, except for expenses including investigation and legal costs incurred by the Insured with the Company's consent prior to the date of such payment.

If the Company has a right to recover any costs charges and expenses or other money from the Insured, then this right is not discharged or altered by this clause.

7.4 Inspection of Property

The Company shall be permitted but not obliged to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe.

7.5 Jurisdiction/Proper Law

This Insurance contract shall be subject exclusively to the laws of Australia and the states and territories thereof even if it also covers Insureds who are domiciled or have their headquarters in other countries or states. Nothing in this Clause affects the assessment of an Insured's liability towards claimants/injured third parties.

It is agreed that the exclusive place of jurisdiction for disputes arising under this Policy of Insurance shall be determined in an Australian court.

7.6 Marginal Notes and Headings

Where marginal notes and headings are used in this Policy they are purely descriptive in nature and are not intended to be used for interpretive purposes.



7.7 Notice of Change

The Insured shall give notice in writing as soon as practicable of any change in facts or circumstances that comes to the Insured's knowledge which materially varies the risk, the subject of this Insurance, at any time during the Period of Insurance of this Policy.

7.8 Other Insurance

If the Insured makes a claim under this Policy in respect of which the Insured is or may be indemnified in whole or part under any other Insurance(s), then the Insured must advise the Company of the full details of such other Insurance(s) when making the claim under this Policy. Subject to the provisions of the Insurance Contracts Act 1984, the Company reserves its rights to seek contribution from such other insurer(s).

7.9 Reasonable Care

The Insured shall:

- (a) Exercise reasonable care that only competent workers are employed and take reasonable measures to maintain all premises (including fittings and plant) owned or occupied by it, in sound condition; and
- (b) Take reasonable precautions to:
 - (i) prevent Personal Injury and/or Property Damage; and
 - (ii) prevent the manufacture, sale or supply of defective products; and
 - (iii) comply and ensure that the Workers, servants and agents of the Insured comply with all statutory obligations, by-laws or regulations which provide for the safety of persons and property; and
- (c) At the expense of the Insured take reasonable action to trace, recall or modify any products containing any defect or deficiency which defect or deficiency the Insured has knowledge of or has reason to suspect.





7.10 Subrogation

In the event of a payment under this Policy to or on behalf of the Insured, the Company shall, subject to the *Insurance Contracts Act 1984*, be subrogated to all the Insured's rights of recovery against all persons and organisations and the Insured shall execute and deliver instruments and papers and do all that is necessary to assist the Company in the exercise of such rights.





8. DEFINITIONS

“Advertising Injury” means:

- (a) unintentional libel, slander or defamation,
- (b) piracy or any act, error or omission in the use of advertising or merchandising ideas, under an implied contract,
- (c) infringement of copyright, title or slogan,
- (d) invasion of the right of privacy,

first published or broadcasted in connection with the Insured’s advertising activities during the Period of Insurance.

“Aircraft” means any vessel, craft or device made or intended to fly or move in or through the atmosphere or space.

“Company” means XL Insurance Company SE

“Current Schedule” means the Schedule or certificate approved by the Company and attached or intended to be attached to the Public and Products Liability Insurance Policy, or any schedule or certificate which replaces it.

“Deductible” means the amount specified in the Current Schedule which is the amount (inclusive of supplementary payments) per Occurrence that must be paid by the Insured.

“Employee” means any person employed under a contract of service or apprenticeship by the Insured during the Period of Insurance.

“Hovercraft” means any vessel, craft or device made and intended to float on or in or travel on or through the atmosphere or water.

“Insured” means:

- (a) Companies as listed in the Current Schedule and their subsidiary companies.
- (b) Any principal in respect of the liability of such principal arising out of the performance by a company referred to in (a) above of any contract or agreement for the performance of work for such principal, but limited always to the extent of cover and the Limit of Liability provided in this Policy.



- (c) Any director, executive officer, Employee or partner of a company referred to in (a) above, but only whilst acting within the scope of their duties in such capacity.
- (d) Any office bearer or member of a social and/or sporting club formed with the consent of the Insured, in respect of claims covered by this Policy arising from or connected with the activities of any such club.

"Insured's Business" means the business conducted by the Insured only as specified in the Current Schedule and includes only commercial activities related to that business.

"Insured's Products" means anything manufactured or deemed manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, repaired, serviced, treated, sold, supplied (including services) or distributed by the Insured including any container (other than a Vehicle) (after it has ceased to be in the physical possession or under the control of the Insured).

"Limit of Liability" means:

- (a) The limit of the Company's liability in respect of any Occurrence, which shall not exceed the Limit of Liability stated in the Current Schedule.
- (b) The total aggregate liability of the Company during any one Period of Insurance for all Personal Injury and/or Property Damage and/or Advertising Injury combined which occur during the Period of Insurance and which arises out of a Products Hazard, shall not exceed the Limit of Liability stated in the Current Schedule.

"Medical Persons" means qualified medical practitioners, ancillary medical workers and dentists.

"Occurrence" means:



- (a) with respect to Personal Injury and Property Damage, an event, including continuous or repeated exposure to the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended from the Insured's standpoint. All Occurrences of a series consequent upon or attributable to one source or original cause shall be deemed one Occurrence and the total amount of indemnity payable by the Company in respect of such Occurrence shall be accounted to the period of insurance in which the first Personal Injury and / or Property Damage from the one source or originating cause occurred.
- (b) With respect to Advertising Injury, the publishing or broadcasting of the injurious material or act which results in Advertising Injury neither expected nor intended from the Insured's standpoint. All liability involving the same injurious material or act, regardless of the frequency of repetition thereof or the number and kind of media used or the number of claimants, shall be deemed as arising out of one Occurrence.

“Period of Insurance” means the period commencing on the effective date and ending on the expiry date specified in the Current Schedule.

“Personal Injury” means:

- (a) Bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and mental injury;
- (b) False arrest, wrongful detention or imprisonment, malicious prosecution;
- (c) Wrongful entry or eviction;
- (d) Assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing Personal Injury and/or Property Damage or eliminating danger;
- (e) Libel, slander, defamation of character or invasion of right of privacy;

which first occurs during the Period of Insurance.

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned, or reclaimed.



“Product Hazard” means Personal Injury or Property Damage arising out of the Insured’s Products but only if the Personal Injury or Property Damage occurs after the physical possession of such products has been relinquished to others.

“Property Damage” means:

- (a) Physical damage to or destruction of tangible physical property which first occurs during the Period of Insurance including any resultant loss of use; or
- (b) Loss of use of tangible physical property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage to or destruction of other tangible physical property which first occurs during the Period of Insurance.

“Territorial Limits” means as listed in the Policy Schedule.

“Use of any Vehicle as a Tool of Trade” means the use of a Vehicle on a work site, but does not include:

- (a) vehicles whilst in transit to or from or within any work site; or
- (b) vehicles used for transport or haulage.

“Vehicle” means any type of machine on wheels or on self laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.

“Watercraft” means any vessel, craft or device made and intended to float on or in or travel on or through water.



9. IMPORTANT NOTICE TO INSURED

Your duty of disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the *Insurance Contracts Act 1984* to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Privacy

Privacy legislation regulates the way private sector organisations collect, use, keep, secure and disclose personal information. The Company has developed a privacy policy which explains what type of personal information we hold about you and what the Company does with that information. Please contact the Company or your broker to obtain more information about the Company's policy.

General Insurance Code of Practice

XL Insurance Company SE- Australia Branch supports and has adopted the General Insurance Code of Practice. The Code aims to:

- Promote more informed relations between insurers and their customers;
- Improve customer confidence in the general insurance industry;
- Provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- Commit insurers and the professionals they rely upon to higher standards of customer service.

The Code confirms details of the policies specifically covered by the Code and it may be that your policy is an excluded policy and therefore outside the requirements of the Code.





10. ENDORSEMENTS

Endorsement – (1) attaching to and forming part of policy number: AU00009662LI20A

Insured Companies	Basketball Australia		
Effective Date	1 September 2020 at 4.00pm LST		
Period of Insurance	Effective date	1 September 2020	at 4.00pm LST
	Expiry date	1 September 2021	at 4.00pm LST

It is hereby declared and agreed that the following condition titled **Sanctions** is added to the Standard Conditions section of the Policy described above:

Sanctions

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 Australia, the European Union, United Kingdom or United States of America.

All other Policy terms and conditions remain unchanged

Signed on behalf of XL Insurance Company SE

ABN 36 083 570 441



Friday, 30 October 2020



Global Primary Public & Products Liability Insurance

Endorsement – (2) attaching to and forming part of policy number: AU00009662LI20A

Insured Companies	Basketball Australia
Effective Date	1 September 2020 at 4.00pm LST
Period of Insurance	Effective date 1 September 2020 at 4.00pm LST
	Expiry date 1 September 2021 at 4.00pm LST

The following Exclusion **6.5 Contractual Liability** is deleted and replaced with the following, from the policy described above.

Exclusion

6.5 Contractual Liability

liability assumed under any contract or agreement. This Exclusion 6.5 does not apply to:

- (a) liability which would have been imposed by law in the absence of such contract or agreement;
- (b) liability assumed by the Insured under a written contract or agreement, but only in respect of Personal Injury, Property Damage or Advertising Injury which occurs after the execution of such contract or agreement.

All other Policy terms and conditions remain unchanged.

Signed on behalf of XL Insurance Company SE

ABN 36 083 570 441



Friday, 30 October 2020



Global Primary Public & Products Liability Insurance

Endorsement – (3) attaching to and forming part of policy number: AU00009662LI20A

Insured Companies	Basketball Australia
Effective Date	1 September 2020 at 4.00pm LST
Period of Insurance	Effective date 1 September 2020 at 4.00pm LST
	Expiry date 1 September 2021 at 4.00pm LST

The following Exclusion titled **Molestation Sexual Abuse/Assault** is added to the Policy described above.

Molestation, Sexual Abuse/Assault

It is hereby noted and agreed that this policy will not indemnify the Insured in respect of their legal liability arising directly or indirectly out of or in connection with physical, emotional or sexual abuse.

Notwithstanding the above the Insurer will extend this policy to indemnify the Insured in respect of their legal liability arising directly or indirectly out of or in connection with physical, emotional or sexual abuse but only in respect of claims made during the Period of Insurance and where the physical, emotional or sexual abuse occurs after the retroactive date of this endorsement

The Limit of Indemnity for this cover is limited to \$500,000 Any One Claim and \$500,000 in the aggregate during the Period of Insurance including costs and expenses.

The Insured will be responsible for the first \$10,000 of each and every claim including costs and expenses

Sexual Abuse means “an act of indecency towards, or sexual assault of, another person [as defined in Part 3 Division 10 of the Crimes Act 1900 (NSW)]

Claims shall mean any suits or actions brought by an abused individual (notwithstanding the number of occurrences or incidents alleged to have taken place)



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

The retroactive date in respect of the endorsement is: 1st September 2013

All other Policy terms and conditions remain unchanged

Signed on behalf of XL Insurance Company SE

ABN 36 083 570 441



Friday, 30 October 2020



Global Primary Public & Products Liability Insurance

Endorsement – (4) attaching to and forming part of policy number: AU00009662LI20A

Insured Companies	Basketball Australia
Effective Date	1 September 2020 at 4.00pm LST
Period of Insurance	Effective date 1 September 2020 at 4.00pm LST
	Expiry date 1 September 2021 at 4.00pm LST

Exclusion **6.14 Professional Liability** is deleted and replaced with the following:

Exclusion

6.14 Professional Liability

the rendering of or failure to render professional advice or service by the Insured or any error or omission connected therewith.

This Exclusion 6.14 does not apply to:

- a. liability arising out of the rendering or failure to render medical advice at the Insured's Premises by Medical Persons employed by the Insured to provide first aid and ancillary medical services;
- b. Personal Injury or Property Damage arising from the insured acting in the capacity as administrators, instructors and referees of Basketball Australia and their affiliate bodies, subject to the Professional Liability sublimit

All other Policy terms and conditions remain unchanged

Signed on behalf of XL Insurance Company SE

ABN 36 083 570 441



Friday, 30 October 2020



Global Primary Public & Products Liability Insurance

Endorsement – (5) attaching to and forming part of policy number: AU00009662LI20A

Insured Companies	Basketball Australia
Effective Date	1 September 2020 at 4.00pm LST
Period of Insurance	Effective date 1 September 2020 at 4.00pm LST
	Expiry date 1 September 2021 at 4.00pm LST

Member to Member Extension

The Company indemnifies the Insured for liability for Personal Injury and/or Property Damage caused by one Member to another Member whilst at any premises owned or occupied by the Insured or at any event organized by The Insured.

The following Definition titled Member is added to the Policy described above.

Definition

“Member” means any person who has current membership including one-day license holders.

All other Policy terms and conditions remain unchanged

Signed on behalf of XL Insurance Company SE

ABN 36 083 570 441



Friday, 30 October 2020



Global Primary Public & Products Liability Insurance

Endorsement – (6) attaching to and forming part of policy number: AU00009662LI20A

Insured Companies	Basketball Australia
Effective Date	1 September 2020 at 4.00pm LST
Period of Insurance	Effective date 1 September 2020 at 4.00pm LST
	Expiry date 1 September 2021 at 4.00pm LST

Vicarious Liability from Contractors/Subcontractors

It is hereby declared and agreed that the Company indemnifies the Insured Companies for their vicarious liability arising from or caused by contractors and/or subcontractors.

For the avoidance of doubt however, this Policy does not cover the direct liabilities of such contractors and/or subcontractors unless they are designated as an Insured.

All other Policy terms and conditions remain unchanged

Signed on behalf of XL Insurance Company SE

ABN 36 083 570 441



Friday, 30 October 2020



Global Primary Public & Products Liability Insurance

Endorsement – (7) attaching to and forming part of policy number: AU00009662LI20A

Insured Companies	Basketball Australia
Effective Date	1 September 2020 at 4.00pm LST
Period of Insurance	Effective date 1 September 2020 at 4.00pm LST
	Expiry date 1 September 2021 at 4.00pm LST

The following Definition titled **Deductible** is deleted and replaced with the following for the Policy described above.

Definition

“**Deductible**” means the amount specified in the Current Schedule which is the amount (inclusive of supplementary payments) each and every Claim that must be paid by the Insured.

For the purpose of this endorsement The following **Definition** titled **Claim or Claims** is added to the Policy described above.

Definition

“**Claim or Claims**” means:

- (a) any writ, summons, application or other originating legal or arbitral proceeding, cross claim or counterclaim.
- (b) any written or verbal demand alleging any negligent act, error or omission.

All other Policy terms and conditions remain unchanged

Signed on behalf of XL Insurance Company SE

ABN 36 083 570 441



Friday, 30 October 2020



Global Primary Public & Products Liability Insurance

Endorsement – (8) attaching to and forming part of policy number: AU00009662LI20A

Insured Companies	Basketball Australia
Effective Date	1 September 2020 at 4.00pm LST
Period of Insurance	Effective date 1 September 2020 at 4.00pm LST
	Expiry date 1 September 2021 at 4.00pm LST

The following Exclusion **6.18 Sanctioned Events** is added to the policy described above.

Exclusion

6.18 Sanctioned Events

Any Sanctioned Event. This Exclusion 6.18 does not apply to:

- (a) liability assumed by the Insured for any Sanctioned Event as specified in the Schedule, but only in respect of Personal Injury, Property Damage or Advertising Injury

For the purpose of this endorsement

“Sanctioned Event” means any event sanctioned by the Insured for incorporation of coverage to be provided in this Policy.

All other Policy terms and conditions remain unchanged

Signed on behalf of XL Insurance Company SE

ABN 36 083 570 441



Friday, 30 October 2020



Global Primary Public & Products Liability Insurance

Endorsement – (9) attaching to and forming part of policy number: AU00009662LI20A

Insured Companies Basketball Australia

Effective Date 1 September 2020 at 4.00pm LST

Period of Insurance Effective date 1 September 2020 at 4.00pm LST
Expiry date 1 September 2021 at 4.00pm LST

It is hereby declared and agreed that the **Limit of Liability** is amended as per below, for the **Insured** ‘Western Australian Basketball Federation Inc.’ only.

Limit of Liability	A\$30,000,000	any one Occurrence other than liability arising out of the Insured’s Products which shall be limited to
	A\$30,000,000	any one Occurrence and in the aggregate for all Personal Injury and Property Damage occurring during the Period of Insurance

All other Policy terms and conditions remain unchanged

Signed on behalf of XL Insurance Company SE

ABN 36 083 570 441



Friday, 30 October 2020





Global Primary Public & Products Liability Insurance

Endorsement – (10) attaching to and forming part of policy number: AU00009662LI20A

Insured Companies	Basketball Australia
Effective Date	1 September 2020 at 4.00pm LST
Period of Insurance	Effective date 1 September 2020 at 4.00pm LST
	Expiry date 1 September 2021 at 4.00pm LST

The following Endorsement titled **Additional Insured's** is added to the Policy described above.

The companies/organisations shown below are added to the Policy described above as an Additional Insured:

1. NBA Properties, Inc

Only in respect of liability arising from the activities of, and/or the negligence of Basketball Australia in accordance with the indemnity agreement of the Facility License and Service Agreement for the NBA's Global Academy programme.

There is no cover or indemnity under this policy for any direct liabilities or negligence of NBA Properties Inc.

All other Policy terms and conditions remain unchanged

Signed on behalf of XL Insurance Company SE

ABN 36 083 570 441



Friday, 30 October 2020