

# Arch ML Plus Management Liability Policy Schedule

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract, UMR Reference No. B6060500000012021 by certain Underwriters at Lloyd's and in consideration of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, each for his own part and not one for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

<b>POLICY REFERENCE:</b>	P0011147ML2021AU3
<b>PERIOD OF INSURANCE:</b>	01 September 2021 to 01 September 2022 4.00p.m.
<b>NAMED INSURED:</b>	BA Limited t/a Basketball Australia, Basketball ACT, Basketball NSW, Basketball NT, Basketball QLD, Basketball SA, Basketball TAS, Basketball VIC, Basketball WA including affiliated Associations, Leagues and Clubs
<b>PRINCIPAL ADDRESS:</b>	291 George Street Wantirna South Victoria 3152 Australia
<b>BUSINESS:</b>	National Sporting Organization - Governance and National Team
<b>POLICY WORDING:</b>	ML Plus policy wording - 2020
<b>RETROACTIVE DATE:</b>	Unlimited
<b>OUTSIDE ENTITY:</b>	None noted.
<b>DATE OF PROPOSAL:</b>	11 August 2021

## Limit(s) of Indemnity

<b>Policy Limit of Indemnity</b>		<b>\$10,000,000 in the aggregate</b>
<b>Sublimit of Indemnity for Compensation for Court Attendance</b>	General Extension 4	<b>\$250,000 across all Coverage Sections and for all persons for any one Claim</b>
<b>Sublimit of Indemnity for Public Relations and Crisis Management Costs</b>	General Extension 9	<b>\$250,000 across all Coverage Sections</b>
<b>Excess Payable for Public Relations and Crisis Management Costs</b>	General Extension 9	<b>\$10,000</b>

## Sections of Cover

<b>SECTION 1 - DIRECTORS AND OFFICERS LIABILITY/COMPANY REIMBURSEMENT</b>	
Limit Of Indemnity for this Coverage Section	\$10,000,000 in the aggregate
Sublimit of Indemnity for bail and civil bond costs	\$250,000 in the aggregate
Sub-limit for deprivation of assets proceedings	\$100,000 in the aggregate
Sub-limit for directors tax liability	\$100,000 in the aggregate
Sub-limit for extradition expenses	\$100,000 in the aggregate
Sub-limit for Defense Costs - Pollution	\$250,000 in the aggregate
<b>SECTION 2 - COMPANY LIABILITY</b>	
	<b>INCLUDED</b>
Limit of Indemnity for this Coverage Section	\$10,000,000 in the aggregate
Sub-limit for breach of contract defence costs	\$100,000 in the aggregate
Sub-limit for tax audit costs	\$100,000 in the aggregate
Excess for tax audit costs	\$5,000
Excess for this Coverage Section	\$10,000
<b>SECTION 3 - EMPLOYMENT PRACTICES LIABILITY</b>	
	<b>INCLUDED</b>
Limit of Indemnity for this Coverage Section	\$5,000,000 in the aggregate
Sub-limit of indemnity for Third Party Sexual Harassment Claim	\$250,000 in the aggregate
Excess in respect of Employment Practices Liability/Third Party Sexual Harassment	\$20,000
Excess for this Coverage Section	\$20,000
<b>SECTION 4 - STATUTORY LIABILITY</b>	
	<b>INCLUDED</b>
Limit of Indemnity for this Coverage Section	\$500,000 in the aggregate
Sub-limit for workplace health and safety defence costs	\$500,000 in the aggregate
Sub-limit for - Pollution	\$100,000 in the aggregate
Excess for this Coverage Section	\$20,000
<b>SECTION 5 - CRIME</b>	
	<b>INCLUDED</b>
Limit of Indemnity for this Coverage Section	\$500,000 in the aggregate
Sub-limit for fraud investigator's costs	\$50,000 in the aggregate
Sub-limit for legal fees, costs and expenses	\$50,000 in the aggregate
Excess for this Coverage Section	\$20,000
<b>OPTIONAL EXTENSION SOCIAL ENGINEERING FRAUD</b>	
	<b>NOT INCLUDED</b>
Sub-limit for Social Engineering Fraud	NOT INCLUDED
Excess for Social Engineering Fraud	NOT INCLUDED
<b>SECTION 6 - CYBER</b>	
	<b>NOT INCLUDED</b>
Limit of Indemnity for this Coverage Section	NOT INCLUDED
Excess for this Coverage Section	NOT INCLUDED

# Endorsements

Notwithstanding anything to the contrary stipulated in the Policy document or the Policy or any endorsement, the Policy is amended as follows:

## CYBER CLARIFICATION ENDORSMENT

It is hereby understood and agreed that solely in respect of Coverage Section 1 - Directors & Officers Liability/Company Reimbursement only the following endorsement applies:

1. This endorsement attaches to the **Policy** strictly for clarification purposes and in no way provides coverage not otherwise afforded by this **Policy**.
2. General Exclusions, 5 Cyber, is deleted in its entirety.
3. Except as provided in the paragraph below, Loss (which is otherwise covered by Coverage Section 1) resulting from a **Claim** arising out of a **Cyber Attack** or a **Cyber Event** will be payable subject to all of the terms, conditions, warranties, endorsements, and exclusions of this **Policy**.

Notwithstanding the above, this **Policy** shall not cover any payment for **Loss** resulting from a **Claim** made against the **Named Insured**, any of its **subsidiaries** or any other **Insured** entity, for, alleging, arising out of, based upon, attributable to, or involving in any way a **Cyber Attack** or **Cyber Event**.

## Specific Entity Exclusion

For the avoidance of doubt, it is hereby noted and agreed that the Policy will exclude the National Basketball League (including club teams) as an Insured under this Policy.

## Modified Deductible for Associations Endorsement

In relation to any Claim made against any Association deemed a Subsidiary of the Named Insured, it is hereby declared and agreed that the Excess referred to in the Schedule is amended to the following;

<b>Excess :</b>	In respect of all Coverage Sections \$5,000 for all claims other than the following:
	In respect of Coverage Section 3 - Employment Practices Liability \$10,000)
	In respect of Coverage Section 4 - Statutory Liability \$10,000
	In respect of Coverage Section 5 - Crime \$10,000

In all other respects the Policy remains unaltered.

## MOLESTATION EXCLUSION

We will not be liable to indemnify the **Insured** for any **Claim** made under this Policy which arises directly or indirectly from or in connection with the actual or alleged sexual assault of, molestation of or indecent interference with any person (including any corpse) or attempt thereat or the consequences thereof.

In all other respects the Policy remains unaltered.

**Insured versus Insured Exclusion deleted**

It is hereby declared and agreed that Coverage Section 1 - Directors & Officers Liability/Company Reimbursement Exclusion 4.4 Insured versus Insured Exclusion is deleted in its entirety.

In all other respects the policy remains unaltered.

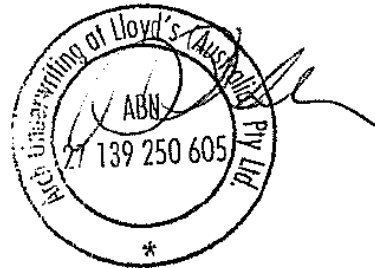
In all other respects the Policy remains unaltered.

Insurer:	Proportion:
Arch Underwriting at Lloyd's (Australia) Pty Ltd ABN 27 139 250 605 For and on behalf of Arch Syndicate 2012 at Lloyd's	100%

**UNIQUE MARKET REFERENCE:**

B6060500000012021

This POLICY SCHEDULE is issued by the Service Company Coverholder shown above in accordance with the authority granted to them by Arch Syndicate 2012 at Lloyd's under the Agreement referred to herein.  
IN WITNESS WHEREOF this Certificate has been signed at Melbourne



**Arch Underwriting at Lloyd's (Australia) Pty Ltd**  
For and on behalf of Syndicate 2012 at Lloyd's  
31 August 2021

**Arch Underwriting at Lloyd's (Australia) Pty Ltd**

[archinsurance.com.au](http://archinsurance.com.au)

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