

INSURANCE POLICY

THIS POLICY SCHEDULE confirms that in return for payment of the Premium, certain Underwriters at Lloyd's have agreed to insure you, in accordance with the wording attached to this **Policy Schedule**.

This **Policy Schedule** should be read in conjunction with the relevant Policy Wording and associated endorsements. You should read the entire **Policy** carefully, including all definitions and, in particular, the exclusions, to ensure that it meets your requirements.

You or your representative can obtain further details of the syndicate numbers and the proportions of this Insurance for which each of the Underwriters at Lloyd's is liable by requesting them from DUAL Australia Pty Ltd. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

In accepting this Insurance, the Underwriters have relied on the information and statements that you have provided on the Proposal Form (or Declaration). You should read this **Policy Schedule** carefully and if it is not correct contact DUAL Australia Pty Ltd or your broker. It is an important document and you should keep it in a safe place with all other papers relating to this Insurance.



Damien Coates – Chief Executive Officer, DUAL Asia Pacific

DUAL Australia Pty Ltd is an agent underwriting for and on behalf of certain underwriters at Lloyd's.
For detail in relation to Lloyd's Ratings, please visit www.lloyds.com for more information.

DUAL Australia Pty Ltd
dualenquiries@dualaustralia.com.au
www.dualaustralia.com.au
Part of DUAL International Group

Association Liability

POLICY NUMBER: AU00011016-001

POLICYHOLDER: Rowing Queensland Limited including all affiliated clubs
C/O: V-Insurance Group

INSURANCE PERIOD: From 4:00pm on 31/03/2023 To 4:00pm on 31/03/2024
Australian local time in the State or Territory where this **policy** was purchased

BUSINESS: N/A

INDEMNITY LIMIT: \$5,000,000 any one **claim** and
\$5,000,000 in the aggregate during the **insurance period**

DEDUCTIBLE: As specified, inclusive of **defence costs** by the **insured** for each **claim**

INSURING CLAUSES

CLAUSE		SUB-LIMIT	DEDUCTIBLE
2.1	Cover for You	Indemnity Limit	Nil
2.2(a)	Professional Indemnity	Not Included	Not Included
2.2(b)	Crime	\$500,000	\$5,000
2.2(c)	Association Reimbursement	Indemnity Limit	\$1,000
2.2(d)	Association Liability	Indemnity Limit	\$1,000
2.2(e)	Employment Practices Liability	Indemnity Limit	\$5,000
2.2(f)	Trustee Liability	Indemnity Limit	\$1,000
2.2(g)	Tax Audit Costs	\$100,000	\$1,000

AUTOMATIC EXTENSIONS: ALL SECTIONS

CLAUSE		SUB-LIMIT	DEDUCTIBLE
3.1	Automatic Reinstatement of Indemnity Limit	Indemnity Limit	\$1,000
3.2	Continuous Cover	Indemnity Limit	\$1,000
3.3	Contractual Liability	\$100,000	\$1,000
3.4	Court Attendance	\$1,000 per day	Nil
3.5	Crisis Containment	\$250,000	\$1,000
3.6	Discovery Period	Indemnity Limit	\$1,000
3.7	Emergency Costs	Indemnity Limit	\$1,000
3.8	Fraud and Dishonesty for Innocent Parties	Indemnity Limit	\$1,000
3.9	Former Subsidiary	Indemnity Limit	\$1,000
3.10	Heirs, Estates and Legal Representatives	Indemnity Limit	\$1,000
3.11	New Subsidiaries	Indemnity Limit	\$1,000
3.12	Panel Counsel	1 hour per enquiry	Nil
3.13	Public Relations Expenses	Indemnity Limit	\$1,000
3.14	Retirement Cover	Indemnity Limit	\$1,000
3.15	Whistleblower Hotline Access	Indemnity Limit	Nil

AUTOMATIC EXTENSIONS: 2.2(a) PROFESSIONAL INDEMNITY

CLAUSE		SUB-LIMIT	DEDUCTIBLE
3.16	Breach of Privacy	Not Included	Not Included
3.17	Consultants, Sub-contractors and Agents	Not Included	Not Included
3.18	Consumer Protection Legislation	Not Included	Not Included
3.19	Contract Review Service	Not Included	Not Included
3.20	Defamation	Not Included	Not Included
3.21	Intellectual Property	Not Included	Not Included
3.22	Joint Venture Liability	Not Included	Not Included
3.23	Loss Mitigation and Rectification Costs	Not Included	Not Included
3.24	Lost Data	Not Included	Not Included

AUTOMATIC EXTENSIONS: 2.2(b) CRIME

CLAUSE		SUB-LIMIT	DEDUCTIBLE
3.25	Contractual Penalties	2.2(b) Crime	\$5,000
3.26	Crime Investigation Fees	\$50,000 in addition	Nil
3.27	Disposal of Subsidiary	2.2(b) Crime	\$5,000
3.28	Employee Plans	2.2(b) Crime	\$5,000
3.29	Extortion	2.2(b) Crime	\$5,000
3.30	Interest Receivable or Payable	2.2(b) Crime	\$5,000
3.31	Physical Loss or Destruction of or Damage to Money or Securities	2.2(b) Crime	\$5,000
3.32	Software Reconstitution Costs	2.2(b) Crime	\$5,000
3.33	Triangulation Fraud	2.2(b) Crime	\$5,000

AUTOMATIC EXTENSIONS: 2.1, 2.2(c) – (f) DIRECTORS' AND OFFICERS' LIABILITY

CLAUSE		SUB-LIMIT	DEDUCTIBLE
3.34	Bail and Civil Bond Expenses	\$250,000	Nil
3.35	Committees	Indemnity Limit	\$1,000
3.36	Directors' Tax Penalties	\$250,000	\$1,000
3.37	Extradition Costs	Indemnity Limit	\$1,000
3.38	Occupational Health and Safety Defence Costs	Indemnity Limit	\$1,000
3.39	Official Investigations and Inquiries	Indemnity Limit	\$1,000
3.40	Outside Directorship Cover	Indemnity Limit	\$1,000
3.41	Pollution Cover	Indemnity Limit	\$1,000
3.42	Prosecution Costs	\$100,000	\$1,000
3.43	Statutory Liability (Fines and Penalties)	\$500,000	\$5,000
3.44	Third Party Discrimination and Sexual Harassment	Indemnity Limit	\$1,000
3.45	Travel and Accommodation Expenses	\$100,000	Nil

OPTIONAL EXTENSIONS

CLAUSE		SUB-LIMIT	DEDUCTIBLE
4.1	State Revenue Costs	Not Included	Not Included
4.2	Risk Review Costs	Not Included	Not Included
4.3	R&D Incentive Review Costs	Not Included	Not Included

JURISDICTION: Worldwide excluding USA & Canada

RETROACTIVE DATE: Unlimited excluding any known claims or circumstance

DATE OF PROPOSAL: 05/04/2023

WORDING: DUAL Australia Association Liability Wording 11.20

ENDORSEMENTS:

AL00584 DUAL Australia Extortion Amendment Endorsement

It is hereby agreed that the Clause 6.31 (**Extortion**) under the **policy** is deleted in its entirety and replaced with the following:

Extortion means any threat made to any **director**, partner, trustee, **officer** or **employee** of the **association** to make any accusation against any person, to disclose something about any person or to cause serious damage to property or endanger the safety of any person with intent:

- a) to cause the person who is the victim of the threat is made to act in accordance with the will of the person making the threat;
and
- b) to obtain any financial benefit or to cause loss to any other person.

For the avoidance of doubt **extortion** includes ransom demands in relation to the kidnapping or abduction of a person.

Extortion does not include any actual or suspected ransomware payment demands following the threat to physically damage, destroy, corrupt (including by malicious electronic communication) or take control of an **insured's** computer system, electronic data or website, or reveal trade secrets and any other proprietary information of the **insured** contained within their computer system or electronic database.

Except as otherwise provided in this Endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force and effect.

CRC2 Cyber Risks Clarification Endorsement No. 2 (Affirmative Conditional)

This Policy contains exclusions or limitations relating to certain Cyber Acts or Cyber Incidents; subject always to these exclusions or limitations, any amounts otherwise payable under this Policy due to a Cyber Act or a Cyber Incident will be payable, subject also to all other terms, conditions, warranties, exclusions, and endorsements of this Policy.

Definitions

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

- 1.1 Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- 1.2 Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

UE00573 DUAL Australia Contact Information Endorsement

It is hereby agreed that the following endorsement has been applied:

Effective 10 January 2022, any reference to DUAL Australia's address is amended to the following:

DUAL Australia Pty Limited
Level 29, Angel Place, 123 Pitt Street,
Sydney NSW 2000
Australia

In all other respects, the policy remains unchanged.

UE00579 Service of Suit Endorsement

It is hereby noted and agreed that the following Endorsement applies to the policy:

About DUAL Australia Pty Ltd

It is hereby noted and agreed that any 'About DUAL Australia Pty Ltd' clause within the policy is deleted and replaced with the following:

DUAL Australia Pty Limited ABN 16 107 553 257 AFSL 280193 (**We/Us/Our**) is a Coverholder for certain Underwriters at Lloyd's of London (Underwriters) and an Insurer Berkshire Hathaway Specialty Insurance Company (BHSI). DUAL has the authority to bind this policy on behalf of these Underwriters and BHSI.

Service of Suit

It is hereby noted and agreed that any reference to any 'Service of Suit' clause within the policy is hereby deleted and replaced with the following:

The Underwriters and BHSI accepting this Insurance agree that:

- i. if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters and BHSI will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- ii. any summons notice or process is to be served upon the Underwriters and BHSI as follows:

Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf; and

Berkshire Hathaway Specialty Insurance
Level 25, 8 Chifley Square
Sydney NSW 2000

- iii if a suit is instituted against any of the Underwriters or BHSI, all Underwriters and BHSI participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

Except as otherwise provided in this Endorsement, the Insuring Clause and all other policy terms and conditions shall have full force and effect.

UE00583 Australia Crypto Exclusion Endorsement

It is hereby agreed that the following Exclusion is added to the Policy:

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto, excluded from cover under this Policy and all endorsements thereto are any and all loss, fees, costs, expenses, liabilities, fines, penalties, damages, compensation, judgment sums, settlement sums and any other amounts directly or indirectly connected to, involving or attributable to any **Cryptoasset** or allegation relating to any **Cryptoasset**.

In this Endorsement, the following expressions in bold type have the following meanings:

Cryptoasset means a **Digital Asset** and a public or private key or any component thereof solely when used for a **Digital Asset**.

Digital Asset means any actual, counterfeit or fictitious:

- a) digital coin;
- b) digital token;
- c) cryptocurrency;
- d) cryptosecurity; or
- e) any other digital representation of value or contractual rights that uses a type of distributed ledger of technology and that:
 - i. functions, or purports to function, as a medium of exchange, a unit of account or a store of value; or
 - ii. is or becomes regulated as a security.

Except as otherwise provided in this Endorsement, all **Policy** terms and conditions shall have full force and effect.

UE00593 DUAL Australia Jurisdictional Exclusion Endorsement

It is agreed that this policy is amended to include the following Exclusion:

The Insurer shall not indemnify any Insured, policyholder, Insured Person/s or any other party, for any claim, investigation, injury, property damage, loss, fees, costs, expenses, liability, fines, penalties, damages, compensation, judgment sums, settlement sums, legal obligation or any other amounts of any kind whatsoever:

- (i) in respect of any court order, judgment, award, payment, costs and expenses or settlement delivered, made or incurred or arising from or in connection with:
 - (a) a court of law (or equivalent) within any of the **Territories**; or
 - (b) any Arbitration, Mediation or Adjudication (or any other dispute resolution process) within any of the **Territories**;
or
 - (c) any court of law or dispute resolution process operating under the laws of any of the **Territories**; or
- (ii) in respect of any order made anywhere in the world to enforce any court order, judgment, award, payment, costs and expenses or settlement either in whole or in part arising out of (i) above; or
- (iii) incurred by or resulting from activities that involve or benefit either directly or indirectly the Government or State of any of the **Territories**, or where the payment of such indemnity by the Insurer will benefit either directly or indirectly the Government or State of any of the **Territories**; or
- (iv) agreed or incurred, prior to, during or subsequent to any matters referred to in (i) and/or (ii) above being brought by, or to the benefit of persons and/or **Entities** that are resident in any of the **Territories**.

In this Endorsement only, the following expressions in bold type have the following meanings:

Entities means any company, direct or indirect holding company owned or controlled (either in whole or in part) either directly or indirectly by the Government or State of any of the **Territories**.

Territories means Belarus, Russia, any disputed Russian territories, including but not limited to, Donetsk Region, Luhansk Region, Crimea Region.

This Endorsement overrides all other policy terms and conditions, including any terms, conditions or endorsements included on the schedule.

Except as otherwise provided in this Endorsement, the Insuring Clause and all other policy terms and conditions shall have full force and effect.

AL00218 Professional Sports Exclusion

We are not liable to make any payment whatsoever under this **policy** in connection with any matter arising directly or indirectly out of or relating in any way whatsoever to any **insured**:

- a) performing or engaging in any way in an activity which is a **professional sporting activity**;
- b) being an organisation or body (including but not limited to any sporting controlling body, Federation, club, team, association or like organisations or bodies) overseeing, performing or engaging, participating or involved in a **professional sporting activity**, including but not limited to the control, management, administration, oversight or conduct of such an organisation or body;
- c) being a person involved in or connected with any organisation or body, or activity, in (a) and/or (b) above.

This Exclusion does not apply in relation to purely amateur sporting organisations or bodies.

In this Exclusion, **professional sporting activity** means a sport in which an athlete performs that activity as their primary profession or occupation and is paid for their performance.

Except as otherwise provided in this Endorsement, all other **policy** terms and conditions shall have full force and effect.

AL00229 Molestation Endorsement

It is agreed that this **policy** is amended to include the following Exclusion:

We will not cover the insured for **loss** in connection with any **claim** arising from, attributable to, or any way relating to child molestation or any kind of abuse of people under the care of the insured and its members.

Except as otherwise provided in this endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force and effect.

INSURER: DUAL Australia Pty Limited for and on behalf of certain underwriters at Lloyd's

UNIQUE MARKET REFERENCE: B1736DU2300001

DATE ISSUED: 05/04/2023