

Date of issue	05 June 2023
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Important Notice: This Schedule should be read in conjunction with your Policy Wording, which together comprise your contract of insurance with the insurer. Please refer to both documents for full terms, conditions, exclusions and specific endorsements of your policy.

Community Organisations

Aon Reference	PRM 239DF
Insured	Landcare NSW
Period of Insurance	4:00 PM 30 June 2023 to 4:00 PM 30 June 2024
Business Description	Principally volunteer, community, charitable and not-for profit. Organisations and all other associated and related activities including activities of volunteers.

Protector/Association Liability

Policy Number	83ASL1874478		
Insured Named Entity	Landcare NSW		
ABN			
Insured Services	The provision of professional services in relation to the association's objectives or purpose, Professional Bodies and/or not for Profit Associations, association with national, state and affiliated committees.		
Policy Wording	Aon Not-for-Profit Protector/Association Liability Policy Wording AFFENDALI0520		
Limit of Liability	Section 1 Professional Liability	\$ 10,000,000 any one Claim and \$ 20,000,000 in the aggregate	
	Section 2 Management Liability	\$ 10,000,000 any one Claim and \$ 20,000,000 in the aggregate	
	Section 3 Association Liability	\$ 10,000,000 any one Claim and \$ 20,000,000 in the aggregate	
	Section 4 Employment Practices Liability (Association Liability)	\$ 10,000,000 any one Claim and \$ 20,000,000 in the aggregate	
	Section 5 Employee Fraud or Dishonesty		\$ 100,000
	Section 6 Superannuation Trustees Liability		Not Insured
Amount of Deductible	Section 1 Professional Liability	\$ 2,500 each and every Claim	
	Section 2 Management Liability	\$ 2,500 each and every Claim	

	Section 3 Association Liability	\$ 2,500 each and every Claim
	Section 4 Employment Practices Liability (Association Liability)	\$ 5,000 each and every Claim
	Section 5 Employee Fraud or Dishonesty	\$ 5,000 each and every Claim
	Section 6 Superannuation Trustees Liability	\$ 2,000
Application of the Deductible	Application of Deductible in respect of Australia and New Zealand	Cost Exclusive
Retroactive Date	Unlimited, excluding any known claims and circumstances	
Jurisdictional Limits	Anywhere in the world excluding USA	
Geographical Limits	Anywhere in the world excluding USA and Canada	
Specific Sub Cover Limits	Section 1 Professional Liability	
	1.2.4 Loss of Documents	\$ 500,000
	1.2.7 Statutory Liability	\$ 100,000
	Section 2 Management Liability	
	Section 3 Association Liability	
	3.2.1 Breach of Contract	\$ 100,000
	3.2.2 Crisis Costs	\$ 50,000
	3.2.3 Investigation Costs	\$ 500,000
	3.2.4 Occupational Health and Safety Defence Costs and Investigation Costs	\$ 500,000
	3.2.5 Pollution Defence Costs and Investigation Costs	\$ 500,000
	3.2.7 Statutory Liability	\$ 500,000
	3.2.8 Taxation Audit Costs	\$ 250,000
	Section 4 Employment Practices Liability	
	4.2.1 Attendance at Investigations	\$ 500,000
	Section 5 Employee Fraud or Dishonesty	
	5.2.1 Investigative Fees	\$ 100,000
	5.2.2 Legal Fees	\$ 50,000
	Section 6 Superannuation Trustees Liability	
	5.2.1 Investigation Fees	\$ 500,000

5.2.2 Legal Fees \$ 100,000

Section 7 General Extensions

7.5 Emergency Costs The greater of \$250,000 or 10% of the Limit of Liability

7.7 Public Relation Costs \$ 1,000,000

Endorsement

Amendment to Severability Condition Endorsement

Notwithstanding anything else to the contrary contained in the Policy, it is declared and agreed that General Condition 9.8 is amended by adding the following sub-clauses:

e. In the event of fraudulent misrepresentation or fraudulent non-disclosure at the time the Policy was entered into by an Insured, the Insurer will have the rights available to it in accordance with section 28(3) of the Insurance Contracts Act 1984 (Cth) with respect to any loss which is based on, arising from or in consequence of such misrepresentation or nondisclosure.

f. In the event of misrepresentation or non-disclosure, other than fraudulent misrepresentation or non-disclosure, the Insurer waives all rights available to it pursuant to section 28(3) of the Insurance Contracts Act 1984 (Cth).

In all other respects this **Policy** remains unaltered.

Molestation

Molestation and Bodily Injury Inner Limit (\$500,000) Exclusion /Endorsements to apply in relation to all:

Child care/minding services
Churches and religious organisations

Notwithstanding anything else to the contrary contained in the Policy, it is declared and agreed that the following General Exclusion is added to Section 8 of the Policy:

Molestation (Defence Costs Sub-limit) Exclusion

for any **Claim** or **Loss** for or arising out of, based upon or attributable to any actual or alleged:

- a. molestation of, interference with, mental or physical abuse of, or assault of, any person;
- b. act(s) of indecency;
- c. failure to detect, act upon or prevent the molestation of, interference with, mental or physical abuse of, or assault of persons, or act(s) of indecency, by the Insured or any agent of the **Insured**.

Provided that this General Exclusion will not apply to:

- i. **Defence Costs;**
- ii. **Investigation Costs;** and
- iii. any **Employment Claim**.

The total amount payable by the **Insurer** for **Defence Costs** and **Investigation Costs** under this Endorsement shall not exceed \$500,000 in the aggregate.

In all other respects this **Policy** remains unaltered.

Free Legal Consultation

Insurance Australia Limited T/as CGU Insurance (CGU) will provide policyholders up to 2 hours of free legal advice and will be available from 9.00am to 5.00pm AEST, Monday to Friday (except public holidays).

Conditions of Use

The Insured must quote their current policy reference number from their policy schedule prior to beginning discussion of the matter with the appointed representative. Discussions with the insurer's appointed firm in relation to a Claim, or any allegation or circumstance which may give rise to a Claim, does not constitute official notification of a Claim under the insurance policy.

The Insured must separately notify the insurer immediately in writing of any Claim, allegation or circumstance that may give rise to a Claim as required by the policy. The insurer's appointed firm cannot provide final legal advice to the Insured via the hotline on policy or other indemnity issues. Nothing said by the insurer's appointed firm may be taken as conclusive advice on indemnity.

If a Claim arises out of a matter about which the Insured has sought advice from the appointed firm, it is at the insurer's sole discretion whether to engage the appointed firm for this hotline to represent the Insured in relation to that Claim. The Insured authorises the appointed firm to disclose to the insurer all information obtained via the hotline that may result in a Claim being pursued or defended under the terms and conditions of the policy.

To the extent necessary, the Insured waives all claims to professional privilege over that information as between the insurer and itself. The Insured acknowledges that the disclosure of this information may affect their entitlement to indemnity under the policy for the Claim.

Changes to the appointed firm will be notified to the Insured by Aon Risk Services Australia Limited. The insurer reserves the right to change the appointed firm at any time.

CGU have a panel of experienced insurance law firms with offices who can service every state and territory. In order to assist your query and direct you to the appropriate legal panel firm, please contact a member of your dedicated Not For Profit service team.

Issued for and on behalf of Insurance Australia Limited T/as CGU Insurance ABN 11 000 016 722 on the Date of issue specified above. Aon Risk Services Australia Limited ABN 17 000 434 720 arranges the insurance and Insurance Australia Limited T/as CGU Insurance issues the insurance.

Endorsement

Molestation (Defence Costs Sub-limit) Exclusion

Notwithstanding anything else to the contrary contained in the Policy, it is declared and agreed that the following General Exclusion is added to Section 8 of the Policy:

Molestation (Defence Costs Sub-limit) Exclusion

for any Claim or Loss for or arising out of, based upon or attributable to any actual or alleged:

- a. molestation of, interference with, mental or physical abuse of, or assault of, any person;
- b. act(s) of indecency;
- c. failure to detect, act upon or prevent the molestation of, interference with, mental or physical abuse of, or assault of persons, or act(s) of indecency, by the Insured or any agent of the Insured.

Provided that this General Exclusion will not apply to:

- i. Defence Costs;
- ii. Investigation Costs; and
- iii. any Employment Claim.

The total amount payable by the Insurer for Defence Costs and Investigation Costs under this Endorsement shall not exceed \$500,000 in the aggregate.

In all other respects this Policy remains unaltered.

Bodily Injury and Property Damage (Defence Costs Sub-limit) Exclusion

Notwithstanding anything else to the contrary contained in the Policy, it is declared and agreed that the following Additional Exclusion is added to Section 1.3 of the Policy:

Bodily Injury and Property Damage (Defence Costs Sub-limit) Exclusion
for any actual or alleged bodily injury, sickness, disease, death or emotional distress,
or damage to or destruction, impairment or loss of the use of any property.
Provided that this Additional Exclusion will not apply to Defence Costs and
Investigation Costs.

The total amount payable by the Insurer for Defence Costs and Investigation Costs
under this Endorsement shall not exceed \$500,000 in the aggregate.
In all other respects this Policy remains unaltered.

Insolvency Exclusion – Association

Notwithstanding anything else to the contrary contained in the Policy, it is declared and
agreed that the following additional Exclusion is added to Section 2.3 of the Policy:

3.3.12 Insolvency Exclusion – Association

for or arising out of, based upon or attributable to:

- a. the Association continuing to trade whilst insolvent; or
- b. the failure of the Association to enter into voluntary administration as and when the
Insured Persons knew or reasonably ought to have known that the Association was
insolvent or likely to become insolvent; or
- c. the incurring of debt by the Association when the Association was insolvent or
became insolvent by incurring that debt, or by incurring at that time debts including
that debt; or
- d. the failure of the Association to meet its financial commitments as and when they
fall due; or
- e. any breach by any Insured Person of any duty (whether imposed by common law,
statute or by reason of the Insured Person being a fiduciary or otherwise) in allowing
the Association to become insolvent or continuing to trade whilst insolvent or whilst
likely to become insolvent; or
- f. any omission or decision made or course of action taken by any Insured Person that
results in the Association becoming insolvent or continuing to trade whilst insolvent; or
- g. any representation made by an Insured Person as to the solvency or future
prospects of the Association at a time when the Association was insolvent or likely to
become insolvent; or
- h. the Association entering into a transaction that is voidable.
- i. the appointment of a liquidator or receiver.

The Association is "insolvent" if:

- i. it is an insolvent under administration or insolvent (each as defined in the
Corporations Act 2001 (Cth)); or
- ii. it has had a controller appointed or is in liquidation, in provisional liquidation, under
administration, has been wound up or has had a receiver appointed to any part of its
property; or

Warranties/Special Conditions

- iii. it is subject to any arrangement, assignment, moratorium or composition, protected
from creditors under any statute or dissolved (in each case, other than to carry out a
reconstruction or amalgamation while solvent); or
- iv. it is taken (under Section 459F(1) of the Corporations Act) to have failed to comply
with a statutory demand; or
- v. it is otherwise unable to pay its debts when they fall due; or
- vi. something having a substantially similar effect to clauses (1) to (5) above happens
in connection with the Association under the law of any jurisdiction.

In all other respects this Policy remains unaltered.

Policy Conditions:

- Includes Landcare NSW and declared member groups only

Insurer	Policy Number	Proportion
INSURANCE AUSTRALIA LIMITED T/AS CGU PROF RISKS	83ASL1874478	100%
A.B.N. 11 000 016 722		
GPO BOX 4609		
MELBOURNE VIC3001		

Section Premium Details:

Billing Currency : AUD		
Premium	\$	8,770.00
Stamp Duty	\$	868.23
GST	\$	877.00
Total Amount	\$	10,515.23

General and Products Liability

Business Description	Principally volunteer, community, charitable and not-for profit organisations and all other associated and related activities as declared by you as below:	
Limit of Liability	General Liability (any one occurrence)	\$20,000,000
	Products Liability (any one period of Insurance)	\$20,000,000
	Any one Claim and in the aggregate for any one Period of Insurance in respect of Bushfire Liability	\$ 1,000,000
Sub Limits of Liability	Property in physical or legal care, custody & control endorsement limit:	\$ 250,000
	The policy covers the organisation, its employees & volunteers from their legal liability to third parties for personal injury and/or property damage if proven legally liable or negligent as defined in the policy	
Geographical Limits	Anywhere in the Commonwealth of Australia	
Endorsement	Molestation Endorsement:	
	The limit of the Insurer's liability in respect of any one Claim shall not exceed 5,000,000.	
	The total aggregate liability of the Insurer during any one Policy Period shall not exceed 5,000,000. Supplementary Payments shall be included within the Limit of Liability.	
	This Policy does not provide cover for legal liability arising out of or in any way connected with actual, threatened or perceived sexual assault, sexual harassment or molestation of any person arising from the operation or ownership of any school, religious organisation or child care centre.	
	Bushfire Liability Retroactive date: 1st March 2022	

Exclusions

Cyber Exclusion

Pandemic Exclusion

All service providers to carry their own insurance

A service provider is deemed as anyone hired by the Insured to provide a good or service. Service providers include but are not limited to security, amusement device operators, fireworks operators, caterers, contractors, venue owners, entertainers etc. It is a condition precedent to the policy that any Insured providing services to third party individuals or groups must hold the appropriate qualifications or license. It is further agreed that staff/volunteers working for these Insured's must also be appropriately qualified in the activities they are conducting.

Excludes professional indemnity

Excludes all contractors and/or sub-contractors

Warranted no known or reported incidents/claims

Excludes Acts of War & Terrorism

Policy excludes liability arising from the participation in any sporting activities

Additional activities, events or fundraising not declared on original declaration not insured until referred to and accepted by the Insurer

Silica Exclusion - This Policy excludes liability arising out of or in any way connected with the inhalation of, or exposure to silica in any form.

Retroactive Date (Date of Inception):**Provisions**

All service providers are required to carry their own insurance. A service provider is deemed as anyone hired by the Insured to provide a good or service. Service providers include but are not limited to security, amusement device operators, fireworks operators, caterers, contractors, venue owners, entertainers etc. It is a condition precedent to the policy that any Insured providing services to third party individuals or groups must hold the appropriate qualifications or license. It is further agreed that staff/volunteers working for these Insured's must also be appropriately qualified in the activities they are conducting.

Deductibles

Each and every claim \$ 1,000

Any one claim in respect of claims arising out of or in any way connected with Bushfire Injury or Bushfire Damage \$ 1,000

any one claim in respect of claims arising out of or in any way connected with Molestation \$ 5,000

Warranties/Special Conditions

Endorsements:

Absolute Cyber Endorsement

Silica Exclusion

Pandemic Exclusion

Professional Liability Exclusion Amendment

Welding Endorsement

Underground Services Condition

Bushfire Sub-Limit Endorsement

Participation Exclusion

Refer to policy endorsement schedule for full details

Policy Notes

Policy Conditions:

- Events with 250+ attendees must be referred to CGU for review

- All Landcare NSW members follow the same risk management practices as followed by the main Landcare NSW legal entity

- Any additional group added to the policy will need to be referred to CGU
- Any additional activity other than the listed activity under the proposal will need to be referred to CGU
- Includes Landcare NSW and declared member groups only

Policy Wording Not for Profit General and Products Liability Wording SBAF0012Q211001

Category

State NSW

Post Code 2020

Estimated Funding/Turnover \$

Insurer
INSURANCE AUSTRALIA LIMITED T/AS CGU INSURANCE
A.B.N. 11 000 016 722
GPO BOX 9960
SYDNEY NSW 2001

Policy Number
10M1792939

Proportion
100%

Section Premium Details:

Billing Currency : AUD		
Premium	\$	24,500.00
Stamp Duty	\$	2,425.50
GST	\$	2,450.00
Total Amount	\$	29,375.50

Total Premium Details:

Billing Currency : AUD		
Premium	\$	33,270.00
Stamp Duty	\$	3,293.73
GST	\$	3,327.00
Total Amount	\$	39,890.73