

INSURANCE POLICY

THIS POLICY SCHEDULE confirms that in return for payment of the Premium, the Underwriters/Insurers named in the schedule 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 (if applicable) and the proportions of this Insurance for which each of the Underwriters/Insurers is liable by requesting them from DUAL Australia Pty Ltd. In the event of loss, each Underwriter/Insurer (and their Executors and Administrators) is only liable for their own share of the loss.

In accepting this Insurance, the Underwriters/Insurers 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 Underwriters/Insurers named in the schedule.

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

Association Liability

POLICY NUMBER:	AU00010589-003
POLICYHOLDER:	Australian Rogaining Association Inc, New South Wales Rogaining Association Inc Victorian Rogaining Association Inc Queensland Rogaine Association Inc South Australian Rogaining Association Inc Western Australia Rogaining Association Inc Rogaining Tasmania Inc Northern Territory Rogaining Association Inc Australian Capital Territory Rogaining Association Inc C/O: Arthur J Gallagher
INSURANCE PERIOD:	From 4:00pm on 13/12/2024 To 4:00pm on 13/12/2025 Australian local time in the State or Territory where this policy was purchased
BUSINESS:	Sporting Association
INDEMNITY LIMIT:	\$2,000,000 any one claim and \$2,000,000 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 circumstances

DATE OF PROPOSAL: 06/12/2024

WORDING: DUAL Australia Association Liability Wording 11.20

ENDORSEMENTS:

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.

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.

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.

UE01049 Service of Suit and Legal Notices Endorsement 2024

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 (Lloyd's Underwriters) (90%) and Allianz Australia Insurance Limited (Allianz) (10%). DUAL has the authority to bind this **policy** on behalf of these Lloyd's Underwriters and Allianz.

General Insurance Code of Practice

It is hereby noted that Lloyd's and Allianz have adopted the General Insurance Code of Practice (the Code) on the terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au

Service of Suit and Legal Notices

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

The Lloyd's Underwriters and Allianz 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 Lloyd's Underwriters and Allianz will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- ii. any Summons, Writ or other like Legal Notice or Process is to be served upon the Lloyd's Underwriters and Allianz 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 Lloyd's Underwriters' behalf; and

Allianz Australia Insurance Limited
Level 16, 10 Carrington Street
Sydney NSW 2000

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

For the avoidance of any doubt, this Endorsement supersedes any Service of Suit and Legal Notice clause in the **policy**. 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 Ltd on behalf of certain Underwriters at Lloyd's of London and Allianz Australia Insurance Limited

UNIQUE MARKET REFERENCE: B1969DS2400001

DATE ISSUED: 06/12/2024

Voluntary Workers

POLICY NUMBER:	AU00010590-003
POLICYHOLDER:	Australian Rogaining Association Inc, New South Wales Rogaining Association Inc, Victorian Rogaining Association Inc, Queensland Rogaine Association Inc, South Australian Rogaining Association Inc, West Australia Rogaining Association Inc, Rogaining Tasmania Inc, Northern Territory Rogaining Association Inc, Australian Capital Territory Rogaining Association Inc
INSURANCE PERIOD:	From 4:00pm on 13/12/2024 To 4:00pm on 13/12/2025 Australian local time in the State or Territory where this policy was purchased
INSURED PERSON(S):	All club directors, committee members and voluntary workers of the insured , aged under 85 years
SCOPE OF COVER:	Whilst an insured person is engaged in voluntary work or attending meetings authorised by and under the control of the insured including direct travel to and from such authorised activities.

SCHEDULE OF BENEFITS:

POLICY LIMITS

Aggregate Limit of Liability	\$1,000,000
Sublimit of Liability Non Scheduled Flights	\$0

BENEFIT	BENEFIT AMOUNT PER INSURED PERSON
Section 1 - Lump Sum Benefits	
Accidental Death and Disablement – Insured Events 1 to 25	\$75,000
Section 2 - Weekly Benefits - Injury	
Percentage of Salary	85%
Excess Period (days)	7
Benefit Period (weeks)	104
Section 3 – Fractured Bones Benefits - Injury	\$5,000
Section 4 – Dental Benefits - Injury	\$3,000
Section 5 – Additional Benefits	
1. Non Medicare Medical Expenses	100% of expenses to a maximum of \$3,000
Excess	\$50
2. Domestic Home Help	100% of expenses to a maximum of \$1,000
Excess Period (days)	7
Benefit Period (weeks)	26
3. Student Education Assistance	100% of expenses to a maximum of \$1,000
Excess Period (days)	7
Benefit Period (weeks)	26
4. Transport to and from work benefit	\$35 per day for a maximum of 12 weeks
5. Re-imburement of professional or membership fees	\$250 per membership for a maximum of 2 memberships
6. Escalation benefit (weekly benefit increase after 12 months)	5% compound
7. Return to work assistance	\$10,000

8. Twelve (12) weeks guaranteed payment	Included
9. Exposure to the elements	Included
10. Disappearance	Included
11. Funeral Expenses	\$10,000
12. Modification Expenses	\$10,000
13. Bed Care Benefit	\$50 per day up to a maximum of thirty (30) consecutive days

PREMIUM & CHARGES:

Base Premium	\$2,140.00
GST	\$214.00
Stamp Duty	\$183.37
Service Fee	\$160.00
Service Fee GST	\$16.00
TOTAL	\$2,713.37

POLICY WORDING: DUAL Australia Voluntary Workers Personal Accident Insurance PDS and Policy Wording 06.21

ENDORSEMENTS:

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.

UE1231 DUAL Australia Sanctions Limitation Clause LMA3100A (amended)

It is hereby agreed that the following General Condition is added to the Policy:

Sanctions Limitation Clause

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.

Except as otherwise provided in this Endorsement, all 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: B0180PA2400509

DATE ISSUED:

06/12/2024