

Policy Schedule

1. **Policy Number:** BL500120
2. **Insured:** Australian National Four Wheel Drive Council and states VIC, WA, SA, NT and TAS, including their affiliated clubs.
3. **Period of Insurance:**

From: 30/06/2024 at 4pm local standard time at the Named Insured's address

To: 30/06/2025 at 4pm local standard time at the Named Insured's address
4. **Insured's Business:** Sanctioned events of ANFWDC and states VIC, WA, SA, NT and TAS, including their affiliated clubs.
5. **Limit of Indemnity:**

Combined General Liability

Section A:
AUD10,000,000 any one Occurrence in respect of public liability and in the aggregate during the Period of Insurance in respect of Product liability.

Section B:
AUD10,000,000 in excess of AUD 10,000,000 any one Occurrence in respect of public liability and in the aggregate during the Period of Insurance in respect of Product liability.

Total Limit of Underwriters Liability:
AUD 20,000,000

Statutory Liability
AUD2,000,000 any one Claim and in the aggregate for all Claims made during the Period of Insurance
6. **Sub-Limits of Indemnity:**

Financial Loss Liability
AUD2,000,000 any one Claim and in the aggregate for all Claims made during the Period of Insurance.

Care, Custody & Control
AUD 250,000 each and every Occurrence and in the aggregate for any one Period of Insurance.
7. **Deductibles:**

Combined General Liability
AUD1,500 each and every Occurrence (costs inclusive).

AUD2,500 each and every Occurrence (costs inclusive) in respect to trail riding.

Other than in respect of claim for Injury to contractors, subcontractors and/or labour hire workers for which the Deductible is AUD25,000 any one Occurrence (costs inclusive).

Financial Loss Liability

AUD2,500 each and every Claim (costs inclusive)

Statutory Liability
Nil

8. **Policy Wording:** Combined General & Products Affinity Adventure & Leisure Programme Lineslip Wording and attached endorsements.
9. **Endorsements/ Extensions:** Financial Loss Liability Endorsement
Statutory Liability Extension
10. **Retroactive Date:** Financial Loss Liability - 30/06/2015
Statutory Liability - 30/06/2015
11. **Security**
- Section A:
- 100.00%
AFB Syndicate 2623 (82%)
AFB Syndicate 623 (18%)
- Section B:
- 100.00%
AXIS Syndicate 1686
12. **Unique Market Reference Number** B1165B003723000
13. **Name And Address To Whom The Insured Should Direct All Claims:** Manager, Claims Services
Level 1, 1265 Nepean Highway,
Cheltenham,
VIC 3192,
Australia
Phone +61 (0)3 8587 7777
Fax +61 (0)3 8587 7700
E-mail claims@affinityib.com.au

This Schedule attaches to and forms part of Combined General & Products Affinity Adventure & Leisure Programme Lineslip Wording and is valid only if it is signed and dated below by a person duly authorised by Beazley Syndicates 2623/623.



Greg Shallard
Client Manager
As authorized by Beazley Syndicates 2623/623.

26 June 2024

Date:

Statutory Notice: Financial Loss endorsement

Section 40 Insurance Contracts Act 1984 (Cth)

This notice is provided in connection with but does not form part of the policy.

This endorsement provides 'Claims Made' liability insurance cover under the Insuring Clause which only provides cover if a Claim is made against an insured, by some other person, and reported to Beazley during the period when the policy is in force

This endorsement does not provide any cover for:

- (a) Any facts or circumstances of which the Insured was aware prior to the commenced of the Period of Insurance or which a reasonable person in the Insured's position would have considered may give rise to a Claim; or
- (b) Any Claim made prior to or existing at inception of this Policy; or
- (c) Any Claim or facts or circumstances that might give rise to a Claim which have been notified or could have been notified under any prior policy.

This endorsement does not provide cover for any act, error or omission which occurred or allegedly occurred prior to the Retroactive date in the Schedule.

Section 40(3) of the Insurance Contracts Act 1984 (Cth) applies to this type of policy. That sub-section provides that if an Insured becomes aware, during the period when the policy is in force, of any facts which might give rise to a Claim against them by some other person, then provided that the Insured notifies the insurer in writing of the matter as soon as was reasonably practicable after the Insured became aware of those facts but before the insurance cover provided by this policy expires, then Beazley may not refuse to indemnify merely because a claim resulting from the matter is not made against the insured while the policy is in force.

If an Insured, inadvertently or otherwise, does not notify the relevant occurrence or facts to Beazley before the expiry of the policy, the Insured will not have the benefit of section 40(3) and Beazley may refuse to pay any subsequent claim, notwithstanding that the facts or events giving rise to it or the circumstances alleged in it may have taken place during the Period of Insurance.

If a Claim is made against the Insured by some other person during the Period of Insurance but is not notified to Beazley until after the policy has expired, Beazley may refuse to pay or may reduce its payment under the policy if it has suffered any financial prejudice as a result of the late notification.

Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- Reduces the risk we insure you for; or
- Is common knowledge; or
- We know or should know as an insurer; or
- We waive your duty to tell us about

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Financial Loss (Products & Services)

Endorsement attaching to and forming part of Policy Number: BL500120

Insured: Australian National Four Wheel Drive Council and states VIC, WA, SA, NT and TAS, including their affiliated clubs.

Endorsement effective from: 30/06/2024

1. Notice to the Insured

This endorsement provides cover on a Claims made and notified basis.

- 1.1 A Claim must be made against the Insured during the Period of Insurance; and
- 1.2 The Insured must notify Beazley in writing of such Claim during the Period of Insurance.

2. Insuring Clause

Subject to the terms and conditions of the Policy and this endorsement, Beazley will pay to or on behalf of the Insured all sums which the Insured shall become legally liable to pay by way of compensation as a result of a Claim for Financial Loss both first made against the Insured and notified to Beazley during the Period of Insurance arising out of any negligence, whether by act, error or omission (which expression shall include any non-deliberate breach of Section 52, Section 53, Section 55, Section 55A or Section 71 of the Trade Practices Act 1974 or Section 18, Section 29, Section 33, Section 34, Section 54 or Section 55 of the Australian Consumer Law or mirroring provisions of any State Fair Trading Act or similar statute) committed or alleged to have been committed by the Insured in connection with the Insured's Business as defined in the Policy Schedule.

3. Definitions

- 3.1 "Claim" means:
 - 3.1.1 Any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third or similar party notice issued against or served upon the Insured; or
 - 3.1.2 The receipt by the Insured of any written or verbal notice of demand for compensation made by a third party against the Insured.
- 3.2 "Financial Loss" means any loss which is economic in nature and not consequent upon Injury or Damage.

4. Sub-Limit of Indemnity

Beazley's liability to pay compensation under this endorsement shall not exceed the Sub-Limit of Indemnity referred to in the Schedule any one Claim and in the aggregate during the Period of Insurance.

Further, all payments made under this endorsement will also contribute towards the exhaustion of the aggregate Limit of Indemnity in respect of Products liability.

All Claims of a series consequent on or attributable to one source or original cause shall be deemed one Claim.

The Deductible shown in the Schedule applies each and every Claim (costs inclusive) shall be borne by the Insured at their own risk and Beazley's liability shall only be in excess of this amount.

5. Defence Costs

Beazley agrees to pay all legal costs and expenses incurred with Beazley's prior written consent in connection with any Claim for which indemnity is available under this endorsement, provided that such legal costs and expenses are included within the Sub-Limit of Indemnity applicable to this endorsement.

Provided that Beazley shall not be liable for legal costs and/or expenses where indemnity is not provided by this endorsement.

In the event the Insured is a party to a demand, legal proceedings, inquiry or hearing which is covered only in part by this endorsement, the Insured and Beazley will use their best efforts to agree upon a fair and proper allocation of legal costs and/or expenses or any other amount insured under this endorsement which relate solely to what is covered under this endorsement.

In the event that an agreement cannot be reached, a Senior Counsel (to be mutually agreed upon by Beazley and the Insured) shall, as an expert and not an arbitrator, determine a fair and proper allocation. Until the Senior Counsel has made a determination Beazley may, in its absolute discretion, pay such legal costs and/or expenses or any other amount insured under this endorsement as it considers appropriate.

6. Exclusions

For the purposes of this endorsement only:

6.1 Exclusion 7.13.2 of the Policy wording is deleted.

6.2 Exclusion 7.3 of the Policy wording is deleted and replaced with the following:

7.3 Damages claimed for, and/or the costs of withdrawal, recall, inspection, repair, replacement or disposal of the Insured's Products or any property of which such Products form a part.

- 6.3 Section 3. Cross Liabilities of the Policy wording is deleted.
- 6.4 The following additional exclusions apply:
- 6.4.1 Any act, error or omission which occurred or allegedly occurred prior to Retroactive date in the Schedule.
 - 6.4.2 An occurrence which would otherwise be excluded under the public/products component of this Policy (and any endorsements attached thereto) to which this endorsement is attached.
 - 6.4.3 Any facts or circumstances of which the Insured was aware prior to the commencement of the Period of Insurance or which a reasonable person in the Insured's position would have considered may give rise to a Claim.
 - 6.4.4 Any Claim made prior to or existing at the inception of this Policy.
 - 6.4.5
 - 6.4.5.1 Any Claim; or
 - 6.4.5.2 Facts or circumstances that might give rise to a Claim,

Which have been notified or which could have been notified under any prior policy.
 - 6.4.6 Any failure or omission on the part of the Insured to effect or maintain insurance.
 - 6.4.7 Any Claim which is more specifically insured against in any other section of this Policy.
 - 6.4.8 Conspiracy, conversion, deceit, inducement, breach of contract or injurious falsehood.
 - 6.4.9 Claims made and actions instituted within the United States of America or Canada, their respective territories and protectorates and any other territory coming within the jurisdiction of the courts of the United States of America or Canada.
 - 6.4.10 Claims and actions to which the laws of the United States of America or Canada and their respective territories and protectorates apply.
 - 6.4.11 Any Claim incurred by or caused by a director or officer of the Insured whilst acting within the scope of their duties in such capacity.
 - 6.4.12 Liability assumed under the terms of a contract or agreement unless the Insured would have been liable in the absence of such contract or agreement.
 - 6.4.13 Liability assumed where the Insured may have been able to recover from another party but for an agreement between the Insured and such party where the Insured has waived, released or abandoned any right of recourse or recovery against any party.

6.4.14 The rendering of or failure to render professional advice or service or any error or omission connected therewith given for a fee by the Insured or any person covered by Definition 2.5 of the Policy wording, unless such professional advice emanates from the provision of Coaching, Instructing or Officiating attaching to and forming part of the Insured's Business as described in the Schedule.

Provided that this exclusion does not apply to the rendering of or failure to render first aid or emergency medical services during the course of the Insured's Business as described in the Schedule, by the Insured or any person entitled to indemnity under Definition 2.5 of the Policy wording.

For the purpose of this exclusion, "Coaching, Instructing or Officiating" means any person operating on behalf of the Insured named in the Schedule who is accredited and qualified in accordance with the requirements of the Insured's Business named in the Schedule and/or person with a minimum of Coaching, Instructing or Officiating experience in the business nominated in the schedule while he or she is engaged in the activity of Coaching, Instructing or Officiating for the business nominated in the Schedule.

6.4.15 6.4.15.1 Any data breach or unauthorised access to information;

6.4.15.2 Any transmission, publication, release, loss, entry, modification, creation, handling or maintenance of any data or information; or

6.4.15.3 Any:

6.4.15.3.1 Breach of;

6.4.15.3.2 Access (including but not limited to unauthorised access) to;

6.4.15.3.3 Interruption of;

6.4.15.3.4 Degradation (including degradation in service) of;

6.4.15.3.5 Failure of; or

6.4.15.3.6 Operation or maintenance of,

Any electronic, wireless, web or similar system (including but not limited to all hardware, software, programmes and data) used to transmit, connect, process or store data or information in an analogue, digital, electronic, wireless or similar format (including but not limited to all computers, servers, associated input and output devices, data storage devices, networking equipment, wired or wireless peripherals, electronic back-up facilities and media libraries).

7. Conditions

7.1 In the event of a Claim, the Insured must give immediate notice in writing to Beazley of such Claim and such information as Beazley may require to reasonably investigate the Claim and to enable Beazley to determine its liability under this Policy.

7.2 The Insured must take all reasonable precautions to prevent Financial Loss to any third party.

Nothing contained in this endorsement shall in any way serve to increase the Limit of Indemnity stated in the Schedule.

Other than as amended above, the terms of this Policy shall continue to apply.



Greg Shallard
Client Manager

As authorized by Beazley Syndicates 2623/623.

26 June 2024

Date:

Statutory Notice: Statutory Liability Extension

Section 40 Insurance Contracts Act 1984 (Cth)

This notice is provided in connection with but does not form part of the policy.

This endorsement provides 'Claims Made' liability insurance cover under the Insuring Clause which only provides cover if a Claim is made against an insured, by some other person, and reported to Beazley during the period when the policy is in force

This endorsement does not provide any cover for:

- (a) Any facts or circumstances of which the Insured was aware prior to the commenced of the Period of Insurance or which a reasonable person in the Insured's position would have considered may give rise to a Claim; or
- (b) Any Claim made prior to or existing at inception of this Policy; or
- (c) Any Claim or facts or circumstances that might give rise to a Claim which have been notified or could have been notified under any prior policy.
- (d) Any Claim arising from any Wrongful Breach where the Insured knew, or ought reasonably to have known, prior to the Period of Insurance that there had been such a Wrongful Breach;

This endorsement does not provide cover for any act, error or omission which occurred or allegedly occurred prior to the Retroactive date in the Schedule.

Section 40(3) of the Insurance Contracts Act 1984 (Cth) applies to this type of policy. That sub-section provides that if an Insured becomes aware, during the period when the policy is in force, of any facts which might give rise to a Claim against them by some other person, then provided that the Insured notifies the insurer in writing of the matter as soon as was reasonably practicable after the Insured became aware of those facts but before the insurance cover provided by this policy expires, then Beazley may not refuse to indemnify merely because a claim resulting from the matter is not made against the insured while the policy is in force.

If an Insured, inadvertently or otherwise, does not notify the relevant occurrence or facts to Beazley before the expiry of the policy, the Insured will not have the benefit of section 40(3) and Beazley may refuse to pay any subsequent claim, notwithstanding that the facts or events giving rise to it or the circumstances alleged in it may have taken place during the Period of Insurance.

If a Claim is made against the Insured by some other person during the Period of Insurance but is not notified to Beazley until after the policy has expired, Beazley may refuse to pay or may reduce its payment under the policy if it has suffered any financial prejudice as a result of the late notification.

Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- Reduces the risk we insure you for; or
- Is common knowledge; or
- We know or should know as an insurer; or
- We waive your duty to tell us about

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Statutory Liability Extension

Endorsement attaching to and forming part of Policy Number: BL500120

Insured: Australian National Four Wheel Drive Council and states VIC, WA, SA, NT and TAS, including their affiliated clubs.

Endorsement effective from: 30/06/2024

In consideration of the premium being paid by the Insured to Beazley and in reliance upon the written statements and declarations contained in the proposal form or insurance broker's quotation submission, Beazley agrees to indemnify the Insured in accordance with the following extension wording.

1. Notice to the Insured

This endorsement provides cover on a Claims made and notified basis.

- 1.1 A Claim must be made against the Insured during the Period of Insurance; and
- 1.2 The Insured must notify Beazley in writing of such Claim during the Period of Insurance.

2. Insuring Clause

Subject to the terms and conditions of this extension, Beazley will pay to or on behalf of the Insured any Loss arising from any Claim in respect of a Wrongful Breach that occurs after the Retroactive Date.

3. Definitions

- 3.1 "Act" means any Act of the Parliament of Australia and any Act of the Parliaments of the States or Territories of Australia, including any subordinate or delegated legislation made under those Acts; and any amendment, consolidation or re-enactment of any of the above Acts or legislation.
- 3.2 "Business" means the business conducted by the Insured as described in the Schedule.
- 3.3 "Claim" means the receipt by the Insured of any written or verbal notice from a regulatory authority which alleges a Wrongful Breach and imposes a Penalty upon the Insured for the Wrongful Breach or asserts that the Insured is liable to pay a Penalty.
- 3.4 "Consumer Protection Act" means any of the following:
 - Fair Trading Act 1985 (VIC)
 - Fair Trading Act 1987 (NSW)
 - Fair Trading Act 1987 (SA)
 - Fair Trading Act 1987 (WA)

Fair Trading Act 1989 (QLD)
Fair Trading Act 1990 (TAS)
Fair Trading Act 1992 (ACT)
Consumer Affairs and Fair Trading Act 1996 (NT)
Trade Practices Act 1974 (Cth)
Competition and Consumer Act 2010 (Cth)
Part 2 of the Australian Securities and Investments Commission Act 2001

And any amendment, consolidation or re-enactment of any of those Acts.

- 3.5 “Deductible” means the amount stated in the Schedule and applies to all amounts payable under this extension.
- 3.6 “Defence Costs” means necessary and reasonable legal costs and expenses, including witness costs and expenses, but excludes wages, salaries or other remuneration of the Insured, in defending any prosecution or threatened prosecution.
- 3.7 “Employee” means any person who is, was, or becomes engaged as an employee under a contract of employment with the Insured.
- 3.8 “Insured” means:
- 3.8.1 The organisation named as the Insured in the Schedule, including any past, present or future Officer, Employee or work experience student whilst acting in the performance of their duties or employment;
- 3.8.2 Any subsidiary company of the Insured named in the Schedule which is:
- 3.8.2.1 Incorporated within Australia including subsidiaries;
- 3.8.2.2 Controlled by the Insured and over which the Insured assumes active management;
- 3.8.3 Outside Directorship held by an Officer;
- Provided that:
- 3.8.3.1 Coverage shall not be extended to the outside organisation in which such Outside Directorship is held, or to any other director, executive officer, company secretary or employee of such organisation; and
- 3.8.3.2 Coverage shall not apply to any part of any Loss covered by any indemnity given by such outside organisation or any contract of insurance taken out by or on behalf of that outside organisation or its directors, executive officers, company secretary or employees.
- 3.9 “Joint Venture” means any enterprise undertaken jointly by the Insured and any other party.

- 3.10 “Beazley” means Beazley Syndicates 2623/623 Lloyd’s.
- 3.11 “Loss” means any Penalty and Defence Costs.
- 3.12 “Officer” means any past, present or future director, executive officer (as defined by the Corporations Act) or company secretary of the Insured.
- 3.13 “Outside Directorship” means an executive position held by an Officer of the Insured in connection with the Business at the specific request of the Insured in any corporation, joint venture, partnership, trust or other enterprise which is not included in the Definition of the Insured. In this Definition, a reference to Insured shall mean the Insured as defined in Clauses 3.8.1 and 3.8.2.
- 3.14 “Penalty” means any fine, infringement fee or monetary sum imposed by any Regulatory Authority on and payable by the Insured pursuant to any Act for a Wrongful Breach by the Insured but excluding:
- 3.14.1 Any amounts payable as compensation;
 - 3.14.2 Any compliance, remedial, reparation or restitution costs;
 - 3.14.3 Any damages, including any exemplary or punitive damages;
 - 3.14.4 Any consequential economic loss;
 - 3.14.5 Any legal costs and associated expenses.
- Notwithstanding Clause 3.14.5, Beazley will pay any reasonable legal costs and associated expenses payable by the Insured to any Regulatory Authority upon the imposition of a Penalty covered by this extension. Provided that where the proceedings that lead to the imposition of the Penalty also include proceedings in respect of any of the matters set out in Sub-Clauses 3.14.1 to 3.14.4, Beazley will not be liable for that proportion of the legal costs and associated expenses that may be reasonably attributed to the proceedings in respect of those matters set out in Sub-Clauses 3.14.1 to 3.14.4.
- 3.15 “Period of Insurance” means the Period of Insurance specified in the Schedule.
- 3.16 “Reasonable Grounds for Defence” means:
- 3.16.1 The Insured has reasonable prospects of success in avoiding the quantum of any Penalty alleged in the Claim; or
 - 3.16.2 The Insured has reasonable prospects of success in reducing the quantum of any Penalty alleged in the Claim by entering a defence or pleading not guilty,

And that having regard to the likely legal costs incurred in defending the Claim it is reasonable for the Claim to be defended.

Provided that Reasonable Grounds for Defence will not exist if the Claim is capable of being avoided or mitigated by a settlement into which a reasonable person in the position of the Insured, properly advised, would enter.

In the event that an agreement on reasonable prospects for success cannot be reached between Beazley and the Insured, a Senior Counsel (to be mutually agreed upon by Beazley and the Insured) shall, as an expert and not an arbitrator, make such determination. Until the Senior Counsel has made a determination Beazley may, in its absolute discretion, pay such legal costs and/or expenses or any other amount insured under this extension as it considers appropriate.

In the event that agreement on the appointment of a Senior Counsel cannot be reached, such Senior Counsel shall be appointed by the then President of the Law Society or the Law Institute in the relevant State or Territory.

3.17 “Regulatory Authority” means a person or entity appointed, constituted or acting under a delegation pursuant to any Act for the purposes of enforcement of such Act or another Act, including a person or entity authorized to collect monies payable to the Consolidated Revenue Fund, Consolidated Fund or any other such fund.

3.18 “Retroactive Date” means the date specified in the Schedule.

3.19 “Territorial Limits” means anywhere in Australia.

3.20 “Wrongful Breach” means any act, error or omission which occurs in connection with the Business, within the Territorial Limits and after the Retroactive Date, whereby:

3.20.1 The Insured contravenes an Act or is involved in the contravention of an Act;

3.20.2 The Insured commits an offence pursuant to an Act; or

3.20.3 Such conduct is prohibited under an Act or is the subject of the imposition of a Penalty under an Act.

4. Limit of Indemnity and Deductible

Beazley’s liability under this extension in respect of all Losses arising out of all Claims covered by this extension shall not exceed the Limit of Indemnity specified in the Schedule any one Claim and in the aggregate during the Period of Insurance.

All Losses arising out of any one Wrongful Breach or interrelated Wrongful Breaches are deemed to be one Loss.

The Deductible is the first amount for each and every Claim which is to be borne by the Insured.

5. Defence Costs

Beazley agrees to pay all Defence Costs incurred with Beazley’s prior written consent in connection

with any Claim in respect of a Wrongful Breach where the Insured has Reasonable Grounds for Defence provided that such legal costs and expenses are included within the Limit of Indemnity applicable to this extension.

Provided that Beazley shall not be obliged to provide such consent unless Beazley is satisfied that the Insured has Reasonable Grounds for Defence.

Provided that Beazley shall not be liable for legal costs and/or expenses where indemnity is not provided by this extension.

6. Exclusions

6.1 This extension does not provide indemnity in respect of any Claim:

6.1.1 Based upon, attributable to or in consequence of:

6.1.1.1 Any wilful, intentional or deliberate Wrongful Breach;

6.1.1.2 A wilful, intentional or deliberate failure to comply with any lawful notice, enforcement order, direction, enforcement proceeding or any other proceeding under any Act;

6.1.1.3 Any Wrongful Breach caused by gross negligence or recklessness by the Insured;

6.1.1.4 A dishonest, fraudulent or malicious act or omission of the Insured, provided that cover is provided to any Insured who is innocent of and has no prior knowledge of such conduct. Such Insured shall as soon as practicable after becoming aware of such conduct, advise Beazley in writing of all relevant facts;

6.1.1.5 The Insured gaining any personal profit or advantage or receiving any remuneration to which he/she was not legally entitled;

6.1.1.6 Any Wrongful Breach in connection with any strike, lockout, picket line, stand down or industrial dispute. This exclusion does not apply to Officers and Employees for Claims arising in the proper performance of their duties as Officers and Employees;

6.1.1.7 A Wrongful Breach of any Consumer Protection Act. This exclusion does not apply to Officers and Employees for Claims arising in the proper performance of their duties as Officers and Employees;

6.1.1.8 Any Wrongful Breach pursuant to Sections 182, 183, 601FE or 601JD of the Corporations Act; and any amendment, consolidation or re-enactment of any of those Sections;

6.1.1.9 A Wrongful Breach in connection with a requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue or impost;

- 6.1.1.10 A Wrongful Breach relating to the regulation of vehicular, air or marine traffic;
- 6.1.1.11 Asbestos, asbestos products and/or products containing asbestos,
- 6.1.2 Made, threatened or in any way intimidated against the Insured prior to the Period of Insurance;
- 6.1.3 Arising from any matter disclosed to any insurer, including Beazley, prior to the Period of Insurance as either a Claim or fact which may give rise to a Claim against the Insured;
- 6.1.4 Arising from any facts of which the Insured was aware prior to the commencement of the Period of Insurance and which the Insured knew, or ought reasonably to have known, to be facts which may give rise to a Claim;
- 6.1.5 Arising from any Wrongful Breach where the Insured knew, or ought reasonably to have known, prior to the Period of Insurance that there had been such a Wrongful Breach;
- 6.1.6 For any Loss or part of any Loss which is attributable to the period after the Insured knew, or ought reasonably to have known, that its conduct was a Wrongful Breach;
- 6.1.7 Deliberately or intentionally solicited by the Insured. This exclusion does not apply to Officers and Employees where such Claims arise in the discharge of their duties as Officers and Employees;
- 6.1.8 Any Defence Costs incurred or paid before the consent of Beazley has been given in accordance with the provisions of this extension;
- 6.1.9 For any Loss or part of any Loss arising from or which is attributable to the Insured's participation in any Joint Venture. Provided that this exclusion shall not apply to Outside Directorship as defined in Definition 3.13;
- 6.1.10 For any Penalty:
 - 6.1.10.1 Imposed pursuant to any law of any country, state or territory outside the Territorial Limits;
 - 6.1.10.2 Imposed within the Territorial Limits but arising out of any act or omission occurring outside the Territorial Limits, and any Defence Costs associated with such Penalty.

6.2 Beazley shall not be liable to pay the amount of the Deductible in respect of each Loss.

7. Continuous Cover

If the Insured was aware of any facts that might give rise to a Claim prior to the commencement date

of the Period of Insurance and had not notified Beazley of such facts prior to the commencement date of the Period of Insurance, then Exclusion 6.1.4 will not apply to the notification of a Claim resulting from such facts, provided that:

- 7.1 The failure to notify such facts was not a fraudulent misrepresentation or fraudulent non-disclosure by the Insured; and
- 7.2 The Insured has been insured continuously under a Statutory Liability Policy or this extension with Beazley and was so insured by Beazley at the time the Insured first became aware of such facts; but
- 7.3 Indemnity will be considered under the terms and conditions of the Policy or this extension (including Limits of Indemnity and Deductibles) in force when the Insured first became aware of such facts; and
- 7.4 Beazley will reduce its liability to the extent of any prejudice suffered as a result of the Insured's failure to notify such facts giving rise to a Claim prior to the commencement date of the Period of Insurance.

8. Conditions

- 8.1 In the event of a Claim, the Insured must give immediate notice in writing to Beazley of such Claim. At the same time the Insured must enable Beazley to reasonably investigate the Claim for the purpose of determining liability under this extension including but not limited to the following:
 - 8.1.1 Provide comprehensive details of any notice, circumstance or Claim together with any documentation, information and relevant details;
 - 8.1.2 Use best endeavours to preserve all property, products, appliances and plant which may assist in the investigation or conduct of the Claim;
 - 8.1.3 Co-operate with Beazley and its appointed representatives in all aspects of the Claim.
- 8.2 The Insured must take all reasonable care and do and concur to do all things reasonably practicable to avoid or prevent a Wrongful Breach, or diminish a Loss.
- 8.3 The Insured shall not make any admission, offer, promise or payment in respect of any Claim, or agree to pay any Penalty or consent to any order directing the Insured to pay any Penalty without the prior written consent of Beazley.

Beazley shall not be liable for any such Penalty incurred without its consent, and such consent will not be unreasonably withheld by Beazley.
- 8.4 Beazley shall be entitled, but not obligated, to take over the conduct in the name of the Insured the investigation, defence (including appeal and resisting appeal) and settlement of any Claim. Any amount incurred by Beazley shall be deemed part of Defence Costs.

- 8.5 If Beazley grants indemnity under this extension in respect of any Claim, then Beazley shall be subrogated to all the Insured's rights of recovery in respect of such Claim whether or not payment has in fact been made and whether or not the Insured has been compensated in full for their loss. Each Insured must, at its own cost, provide all reasonable assistance to Beazley (including, but not limited to giving information, signing documents and giving evidence) to help enforce those rights.

The Insured must not do anything that may prejudice Beazley's position or its potential or actual rights of recovery against any party. Any amounts recovered by Beazley shall be allocated in the following order – recovery costs, uninsured loss, Limit of Indemnity and Deductible.

- 8.6 Where Beazley recommends to the Insured to pay any Penalty, consent to any order directing the Insured to pay any Penalty or otherwise settle or resolve any Claim, and the Insured does not agree to do so, then Beazley is entitled to reduce its liability to the Insured to the extent of any prejudice suffered by Beazley by reason of the Insured's failure to so agree.
- 8.7 If the Insured continues to defend a Claim where Beazley has refused to provide consent in accordance with Clause 5 and the Insured is successful in respect of that Claim, then consent as set out in Clause 5 shall be deemed to have been given at the time it was first requested by the Insured. For the purpose of this condition, "successful" means that the outcome of the Claim established that at the time at which Beazley refused consent, the Insured has Reasonable Grounds for Defence.
- 8.8 This extension shall be interpreted in accordance with the laws of Australia or any State or Territory as applicable, and all claims for indemnity under this extension shall be decided in accordance with those laws. All matters arising from or relating to the construction, operation or interpretation of the extension shall be submitted to the exclusive jurisdiction of the Australian Courts.
- 8.9 The Insured shall comply with any lawful notice or direction received from, or any enforcement action taken by any appropriate Regulatory Authority under any Act within the time specified or, if no time is specified, within a reasonable time.
- 8.10 The Insured may cancel the Policy and this extension at any time by giving notice in writing to Beazley.

Beazley may cancel the Policy and this extension at any time where:

- 8.10.1 It is entitled to do so pursuant to the Insurance Contracts Act 1984 or any amendments;
- 8.10.2 The Insured has failed to notify Beazley of any specific act or omission where such notification is required under the terms or conditions of the Policy or this extension; or
- 8.10.3 The Insured has acted in contravention of or omitted to act in compliance with any term of the Policy or this extension which empowers Beazley to refuse to pay a claim in the event of such contravention or omission.

Any notice of cancellation given by Beazley shall take effect either at the time when another contract of insurance between the Insured and Beazley or some other insurer (being a contract that is intended by the Insured to replace the Policy and this extension) is entered into or at 4pm on the third business day after the date on which notice was given to the Insured by Beazley (whichever is the earlier).

8.11 Where the Insured comprises more than one person or company, it is agreed that the named Insured referred to in the Schedule shall be the agent of each of the other Insured persons or companies for the purposes of receiving any notice of cancellation pursuant to Clause 8.10, or any other notice, statement, document or information relating to the Policy and this extension. Where the Insured has an insurance broker, nothing in this paragraph shall restrict Beazley's right to notify the broker as agent of the Insured.

8.12 Except to the extent that the Insured is compelled by law to do so, the Insured shall not release to any third party or otherwise publish details of:

8.12.1 The nature of the liabilities insured by this extension;

8.12.2 The extent of cover provided by this extension; or

8.12.3 The amount of the premium specified in the Schedule,

Without the written consent of Beazley.

8.13 Where this extension provides any indemnity to the Insured which is prohibited by law, this extension shall be varied by operation of this Clause 8.13 so that this extension does not respond to the extent that the indemnity is prohibited by law.

8.14 8.14.1 Failure by any Insured to comply with the duty of disclosure under the Insurance Contracts Act 1984 (Cth) or misrepresentation by any Insured to Beazley shall not prejudice the right of any other Insured to cover under this extension.

8.14.2 Failure by any Insured to comply with any terms and conditions of this extension shall not prejudice the right of any other Insured to cover under this extension.

Cover is only provided to an Insured who is innocent of and has no prior knowledge of such conduct. Such Insured shall as soon as practicable after becoming aware of such conduct, advise Beazley in writing of all relevant facts.

8.15 To the extent of any inconsistency, the provisions of this extension prevail over those of the Policy.

Nothing contained in this extension shall in any way serve to increase the Limit of Indemnity stated in the Schedule.

Other than as amended above, the terms of this Policy shall continue to apply.



Greg Shallard
Client Manager
As authorized by Beazley Syndicates 2623/623.

26 June 2024

Date: