

Policy Schedule

Class of Insurance

Management Liability

Policy Number

33 2225918 ZML

Policyholder

All Incorporated Cricket Clubs and Affiliated Associations of each State and Territory, including ACT Cricket Association Incorporated and Northern Territory Cricket Association Incorporated (but excluding Cricket Australia, its Collective State Member Associations and the elite National and State Representative Teams) and Umpire Associations, League Tribunals and League Tribunal Members.

Period of Insurance

From 30 June 2018 at 4:00pm to 30 June 2019 at 4:00 pm

Annual Premium

As agreed

Policy Aggregate Limit of Liability

\$10,000,000 all *claims* and/or *losses* during the *period of insurance*

Limits of Liability

Section 1: Insured Persons Liability	\$10,000,000	all <i>claims</i> during the <i>period of insurance</i>
Section 2: Company Liability	\$10,000,000	all <i>claims</i> during the <i>period of insurance</i>
Section 3: Employment Practices Liability	\$5,000,000	all <i>claims</i> during the <i>period of insurance</i>
Section 4: Statutory Liability	\$1,000,000	all <i>claims</i> during the <i>period of insurance</i>
Section 5: Commercial Crime	\$1,000,000	all <i>losses</i> during the <i>period of insurance</i>
Section 6: Internet Liability	\$1,000,000	all <i>claims</i> during the <i>period of insurance</i>

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Policy Quotation Schedule

Sub-Limits of Liability

General Extension 3: Crisis Containment	\$100,000 in the aggregate for any one <i>period of insurance</i> , which shall be part of and not in addition to the policy aggregate <i>limit of liability</i>
General Extension – 4. Environmental Mismanagement Coverage (<i>claims against the company</i>)	\$500,000 in the aggregate for any one <i>period of insurance</i> , which shall be part of and not in addition to the policy aggregate <i>limit of liability</i>
Section 1, Extension – 2. Court Attendance Costs	\$500 per day per <i>insured person</i> subject to a total sub-limit of \$100,000 in the aggregate for any one <i>period of insurance</i> , which shall be part of and not in addition to Section 1 <i>limit of liability</i>
Section 1, Extension – 5. Excess Limit of Liability for Directors or Officers	\$1,000,000 per <i>director or officer</i> for any one <i>period of insurance</i> , which shall be in addition to the policy aggregate <i>limit of liability</i> \$1,000,000. in the aggregate for all <i>director or officer</i> for any one <i>period of insurance</i> , which shall be in addition to the policy aggregate <i>limit of liability</i>
Section 2, Extension 2. – Occupational Health & Safety Defence Costs for <i>claims</i>	\$500,000 in the aggregate for any one <i>period of insurance</i> , which shall be part of and not in addition to Section 2 <i>limit of liability</i>
Section 2, Extension 4. – Superannuation schemes	\$500,000 in the aggregate for any one <i>period of insurance</i> , which shall be part of and not in addition to Section 2 <i>limit of liability</i>
Section 5, Extension 2. – Contractual Penalties	\$100,000 in the aggregate for any one <i>period of insurance</i> , which shall be part of and not in addition to the policy aggregate <i>limit of liability</i>
Section 5, Extension 5. – Crime Investigation Costs	\$100,000 in the aggregate for any one <i>period of insurance</i> , which shall be in addition to the policy aggregate <i>limit of liability</i>

Policy Quotation Schedule

Deductibles

Section 1: Insured Persons Liability	Insuring Clause 1: Nil each and every <i>claim</i>
	Insuring Clause 2: \$5,000 each and every <i>claim</i>
Section 2: Company Liability	\$7,500 each and every <i>claim</i>
Section 3: Employment Practices Liability	\$10,000 each and every <i>claim</i>
Section 4: Statutory Liability	Each Insured Person or Employee: \$15,000 each and every <i>claim</i>
	The Company: \$15,000 each and every <i>claim</i>
Section 5: Commercial Crime	\$15,000 each and every <i>loss</i>
Section 6: Internet Liability	\$5,000 each and every <i>claim</i>

Date of Continuous Cover

Insured Persons:	18 August 2003 excluding known claims/circumstances
Company:	18 August 2003 excluding known claims/circumstances

Conditions

Standard Zurich Management Liability Insurance (PCUS-005159-2011).

The Limitations, Definitions, Extensions of Cover, Exclusions, and Conditions specified in the named policy apply, except to the extent it is hereby modified by the following endorsements, which are attached.


Endorsements

1. Bankruptcy / Insolvency / Creditors Endorsement
2. Concussion Mismanagement Exclusion
3. Defence Costs and Settlements Endorsement
4. Fraudulent Impersonation Endorsement
5. Molestation / Sexual harassment Endorsement
6. Non-Accumulation Endorsement
7. Player Contract Exclusion
8. Segregation of duties Exclusion
9. Tax Audit Extension
10. Claims / Circumstance Endorsement

Policy Quotation Schedule

Issued

at Melbourne on 24 August, 2018



Zurich Australian Insurance Limited
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AFS License No: 232507

Privacy

Zurich is bound by the Privacy Act 1988 (Cth). Before providing us with any Personal or Sensitive Information ('Information'), you should know that:

We collect, use, process and store Personal Information and, in some cases, Sensitive Information about you in order to comply with our legal obligations, assess your application and, if your application is successful, to administer the products or services provided to you, to enhance customer service and/or product options or manage a claim ('purposes').

If you do not agree to provide us with the Information, we may not be able to process your application, administer your policy or assess your claims.

By providing us or your intermediary with your Information, you consent to our use of this Information which includes us disclosing your Information where relevant for the purposes, to your intermediary, affiliates of the Zurich Insurance Group Ltd, other insurers and reinsurers, our service providers, our business partners or as required by law within Australia or overseas.

Zurich may obtain Information from government offices and third parties to assess a claim in the event of loss or damage.

For further information about Zurich's Privacy Policy, a list of service providers and business partners that we may disclose your Information to, a list of countries in which recipients of your Information are likely to be located, details of how you can access or correct the Information we hold about you or make a complaint, please refer to the Privacy link on our homepage – www.zurich.com.au, contact us by telephone on 132 687 or email us at Privacy.Officer@zurich.com.au

Endorsement Schedule

Endorsement Schedule

Endorsements attaching to and forming part of
Policy No 33 2225696 ZML

With effect from 30 June 2018 at 4:00pm, this Quotation is endorsed as follows:

Endorsement No. 1 Bankruptcy / Insolvency / Creditors Endorsement

We shall not be liable under this policy to make any payment for *loss* or *financial loss* (including *defence costs*) in connection with any *claim*, *investigation costs* or *representation costs* made against any *insured*:

- (a) arising out of, based upon, attributable to, as a consequence of or in any way involving, directly or indirectly:
 - (i) any *wrongful act* which is alleged to have led to or caused, directly or indirectly, wholly or in part, the bankruptcy or insolvency of the *company* or any *insured*, or to the *company* filing a petition, or a petition being filed against the *company* or any *insured*; or
 - (ii) the *company* or any *insured* has sustained a *financial loss* due, directly or indirectly, wholly or in part, to a *wrongful act* of any *insured(s)*, but only if such *claim* is made after the *company* or any *insured* has been determined to be insolvent, or has filed a petition for bankruptcy, or a petition has been filed against it, or the *company* or any *insured* has assigned its assets for the benefit of its creditors; or
- (b) brought by or on the behalf of any creditor or debt-holder of the *company* or any *insured*, or arising out of any liability (whether alleged or actual) to pay or collect accounts, including but not limited to *claims* alleging misrepresentation in connection with the extension of credit or purchase of a debt instrument, or *claims* alleging any deterioration in the value of the debt as a result of (wholly or in part) the bankruptcy or insolvency of the *company* or any *insured*.

Endorsement Schedule

Endorsement No.2 Concussion Mismanagement Exclusion

It is hereby declared and agreed that:

- 1) the following General Exclusion is added to this policy.

We shall not be liable under this policy to make any payment for *financial loss* or *loss* (including *defence costs*) in connection with any *claim* made against any *insured*, or *investigation costs* or *representation costs* in respect of any *investigation* based upon, arising from, or in consequence of any allegation of concussion mismanagement in the course of any game or tournament under the control of or authorised by the *insured*;

- 2) no cover for any allegation of concussion mismanagement in the course of any game or tournament under the control of or authorised by the *insured* shall be provided under parts (a) – (d) of General Exclusion 2 'Bodily injury / Property damage'; and
- 3) no cover for *defence costs* incurred by an *insured person* or by the *company* in connection with a *corporate manslaughter proceeding* or occupational health and safety proceeding based upon, arising from, or in consequence of any allegation of concussion mismanagement in the course of any game or tournament under the control of or authorised by the *insured* shall be provided under any provision of General Exclusion 3 'Conduct'.

Endorsement No. 3 Defence Costs and Settlements – Endorsement

It is further agreed that General Condition 10. 'Defence costs and Settlements' clause (a) is deleted in full and replaced as follows:

10. Defence costs and Settlements
 - (a) It shall be the duty of the *insured* against whom a *claim* is made to take all reasonable steps to defend such *claim* and not to do anything to prejudice our position. We shall have no duty to defend any *claim* made against any *insured*.

Endorsement No. 4 Fraudulent Impersonation Extension

With effect from 30/06/2018 at 4:00pm, this policy is endorsed as follows in altering Section 5 – Commercial Crime. This endorsement does not increase out *limit of liability*, unless expressly stated otherwise. This endorsement is subject to the limitations, exclusions, definitions and conditions of the policy.

Fraudulent Impersonation Extension

Cover in respect of *external crime* is extended to cover any *loss* resulting directly from the *insured* having, in good faith, transferred money, *securities* or *property* in reliance upon a *transfer instruction* purportedly issued by the *insured* or by an *employee*, *client* or *vendor*, but which *transfer instruction* proves to have been fraudulently issued by an imposter without the knowledge or consent of the *insured* or such *employee*, *client* or *vendor*.

Our liability provided by this extension is sub-limited to \$50,000 during any one *period of insurance*.

Endorsement Schedule

The *deductible* is amended to an amount of \$25,000 in respect of all *loss* or claims for indemnity under this extension arising from any *criminal act* or series of *criminal acts* which are casually connected with another or which are by any means inter-related or inter-connected. It is further agreed the following Definitions are added to this policy:

Vendor

vendor means any entity or natural person from whom the *insured* purchases goods or services under a written contract, for a fee or other monetary consideration. However, *vendor* does not include any *financial institution*, asset manager, broker-dealer, armoured motor vehicle company, or any similar entity.

Transfer Instruction

transfer instruction means an instruction directing the *insured* to transfer money, securities or *property*.

Endorsement No. 5

Molestation / Sexual Harassment Endorsement

We shall not be liable under this policy for *loss* or *financial loss* (including *defence costs*) in connection with any *claim* made against any *insured*, or *investigation costs* directly or indirectly arising out of, based upon, attributable to or as a consequence of any actual or alleged molestation or sexual harassment of any description or of any person.

Endorsement Schedule

**Endorsement No. 6
Non-Accumulation Endorsement**

Our total aggregate liability under this policy and the policy(ies) listed below, or any renewal or replacement thereof, combined, in respect of:

- (a) all *claims* and *investigations* arising directly or indirectly from or in respect of one or more or continuous or repeated *wrongful acts, wrongful breaches* or *electronic publishing claims* that have as a common link any act, error, omission, fact, circumstance, situation, event, transaction, cause or source or series of causally connected acts, errors, omissions, facts, circumstances, situations, events, transactions, causes or sources, whether committed by one or more of the *insured* and whether directed to or affecting one or more than one person or legal entity; and
- (b) if Section 5 - Commercial Crime is shown as included in the *schedule*, all *criminal acts* that have as a common link any act, error, omission, fact, circumstance, situation, event, transaction, cause or source or series of causally connected acts, errors, omissions, facts, circumstances, situations, events, transactions, causes or sources, whether committed by one or more person and whether directed to or affecting one or more than one person or legal entity,

shall not exceed \$10,000,000

Policy number:	33 2225696 ZML
Period of insurance:	30/06/2018 to 30/06/2019

Policy number:	33 2225684 ZML
Period of insurance:	30/06/2018 to 30/06/2019

Policy number:	33 2225727 ZML
Period of insurance:	30/06/2018 to 30/06/2019

Policy number:	33 2225729 ZML
Period of insurance:	30/06/2018 to 30/06/2019

Policy number:	33 2225752 ZML
Period of insurance:	30/06/2018 to 30/06/2019

Endorsement Schedule

Endorsement No. 7

Player Contract Exclusion

It is hereby declared and agreed the following General Exclusion is added to this policy.

We shall not be liable under this policy to make any payment for *financial loss* or *loss* (including defence costs) in connection with any *claim* made against any *insured*, or *investigation costs* or *representation costs* in respect of any *investigation*:

12. Player Contract

based upon, arising from, or in consequence of any written, oral, express or implied contract between the *insured* and any professional cricket player.

Endorsement No. 8

Segregation of duties Exclusion

We shall not be liable under *cover section* 5 – Commercial Crime to make any payment for *loss* directly or indirectly arising from or in connection with:

- (a) any cheques that are not countersigned;
- (b) any instructions to the *insured's* bank, by whatever means, authorising the transfer, payment or delivery of funds in the *insured's* account, whether to another of the *insured's* accounts or to the account of a party other than the *insured*, that are not authorised by one or more *employees* with the authority to do so other than any *employee* initiating the transfer, payment or delivery request;
- (c) an *employee* who reconciles bank statements also making deposits provided that this exclusion (c) shall not apply where there is a requirement for deposits to be authorised by one or more *employees* with the authority to do so other than any *employee* making deposits;
- (d) an *employee* performing solely any two or more of such of the following duties as are listed consecutively below:
 - (1) ordering
 - (2) receiving
 - (3) recording; and
 - (4) stocktakingof any stock, equipment or other inventory, whether or not such acts or omissions caused or contributed to such loss. In all other respects the policy remains unaltered.

Endorsement Schedule

Endorsement No. 9

Tax Audit Extension

Endorsement attaching to and forming part of Policy No. 33 2225696 ZML

With effect from 30/06/2018 at 4:00pm, this policy is endorsed as follows in altering Section 2 – Company Liability. This endorsement does not increase our *limit of liability*, unless expressly stated otherwise. This endorsement is subject to the limitations, exclusions, definitions and conditions of the policy.

Definitions

The following Definitions are added:

Tax audit Costs

tax audit costs means reasonable costs and expenses of a qualified accountant or registered tax agent (other than remuneration payable to any *insured persons* or *employees* of the *company*) incurred by the *company*, with our prior written consent, arising from a *tax audit notice* issued to the *company*.

Tax audit notice

tax audit notice means a written notification from the Australian Taxation Office or any state or territory department, body or agency, or authority which is duly authorised to conduct such an audit, relating to the *company's* liability to pay tax.

Extensions of Cover

The following Extension of Cover is added:

5. Tax Audit

We will pay to or on behalf of the *company*, necessary *tax audit costs* incurred by the *company* directly in connection with a *tax audit notice*, provided that the *tax audit notice* was first made during the *period of insurance* or within the *extended reporting period* (if applicable).

Our total aggregate liability any one *period of insurance* provided under this extension shall not exceed \$500,000 or the amount specified in the *schedule*.

Exclusions

The following additional Exclusion is included:

4. We shall not be liable under Extension of Cover 5. to make any payment for *tax audit costs* in connection with any *tax audit notice* made against the *company* in connection with:
- (a) any refusal or failure to comply with any request made by or on behalf of the Australian Taxation Office or any state or territory department, body or agency, or authority which is duly authorised to conduct such an audit, for the provision of documents or information from the *company*;
 - (b) any matter in respect to customs legislation;
 - (c) the committing of any deliberately dishonest or deliberately fraudulent act, error, misrepresentation or omission;
 - (d) any tax audit conducted or related to income derived outside of Australia and/or New Zealand; or
 - (e) *tax audit costs* incurred after the completion of the tax audit or *investigation*.

Endorsement Schedule

Endorsement No. 10 **Claims / Circumstance Endorsement**

We shall not be liable under this policy to make any payment for *loss* or *financial loss* (including *defence costs*) in connection with any *claim*, *investigation costs* or *representation costs* made against any *insured* or the *company* as a consequence of the

- the matters referred to in the Chubb Claims Report dated 11/06/2015
- Zurich Financial Services Australia Limited claim reference 33-3559119.
- Zurich Financial Services Australia Limited claim reference 33-3558879
- Zurich Financial Services Australia Limited claim reference 33-3572317
- Zurich Financial Services Australia Limited claim reference 33-3577674.

In all other respects the policy remains unaltered