

Liberty International Underwriters

Combined General & Products Liability Policy



Policy Schedule

- 1. POLICY NUMBER:** ME-CAS-17-401369A
- 2. INSURED:** Cricket clubs, affiliations, and associations participating within organised club competitions of each State and Territory including all members, regional boards, employees, players, officials, volunteers, trainers, umpires, referees, coaches, directors, officers, committees, sub-committees and work experience students including subsidiary or controlled companies
- 3. PERIOD OF INSURANCE:** From: 30th June 2018 at 4pm local standard time
To: 30th June 2019 at 4pm local standard time
- 4. INSURED'S BUSINESS:** Principally administration, participation and promotion of Cricket throughout Australia and all club related social and similar activities organised by the Insured including property owners/occupiers and all associated activities, past or present.
- 5. LIMIT OF INDEMNITY:** AUD25,000,000 any one Occurrence in respect of public liability and in the aggregate during the Period of Insurance in respect of Product liability.
- 6. DEDUCTIBLES:** AUD500 each and every Occurrence (costs inclusive).
- 7. POLICY WORDING:** LIU Combined General & Products Liability Policy form LIU-AUS-CAS-CGL-2000001 and attached endorsements.
- 8. PREMIUM:** As agreed.

This Schedule attaches to and forms part of LIU Combined General & Products Liability Policy Form LIU-AUS-CAS-CGL-2000001 and is valid only if it is signed and dated below by a person duly authorised by Liberty International Underwriters.



5th September 2018

For and on behalf of
Liberty International Underwriters

Date

Combined General & Products Liability Policy

In consideration of the premium being paid by the Insured to LIU and in reliance upon the written statements and declarations contained in the proposal or insurance broker's quotation submission, LIU agrees to indemnify the Insured in accordance with the attached Schedule, Policy wording and endorsements where applicable.

1 Insuring Clause

Subject to the terms of this Policy, LIU will pay to or on behalf of the Insured all sums which the Insured shall become legally liable to pay by way of compensation in respect of Injury and/or Damage first happening during the Period of Insurance as a result of an Occurrence in connection with the Insured's Business.

2 Definitions

2.1 "Asbestos" means:

2.1.1 That group of natural fibrous silicate minerals that comprises Actinolite, Amosite, Anthophyllite, Chrysotile, Crocidolite and Tremolite; or

2.1.2 That group of man made mineral fibres that comprises mineral wool, rockwool, glass fibre, ceramic fibres and superfine fibres,

And includes Asbestos Products and Products containing Asbestos.

2.2 "Damage" means:

2.2.1 Physical damage to or destruction of tangible property including all resulting loss of use of that property. All such loss of use shall be deemed to happen at the time of the physical damage that caused it; or

2.2.2 Loss of use of tangible property that is not physically damaged or destroyed provided such loss of use is caused by physical damage to other tangible property which first happened during the Period of Insurance. All such loss of use shall be deemed to happen at the time of the physical damage or destruction that caused it.

2.3 "Employment Practices" means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, unfair contracts, harassment or discrimination (sexual or otherwise) in respect of employment by the Insured.

2.4 "Injury" means:

2.4.1 Bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and mental injury;

2.4.2 False arrest, wrongful detention or imprisonment, malicious prosecution;

2.4.3 Wrongful entry or eviction;

- 2.4.4 Assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing Injury and/or Damage or eliminating danger; or
- 2.4.5 Libel, slander, defamation of character or invasion of right of privacy.
- 2.5 "Insured" wherever used in this Policy means the Insured named in the Schedule and:
- 2.5.1 Any subsidiary company of the Insured incorporated within Australia including subsidiaries thereof; or
- 2.5.2 Any other entity incorporated within Australia controlled by the Insured and over which the Insured assumes active management.
- 2.6 "Insured's Business" is the business shown in the Schedule.
- 2.7 "LIU" means Liberty International Underwriters. Liberty International Underwriters is a trading name of Liberty Mutual Insurance Company (ABN 61 086 083 605). Incorporated in Massachusetts, USA (The liability of members is limited).
- 2.8 "Limit of Indemnity" means the amount stated in the Schedule pursuant to Clause 5 of this Policy.
- 2.9 "Occurrence" means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Injury and/or Damage neither expected nor intended from the standpoint of the Insured. All events of a series consequent on or attributable to one source or original cause shall be deemed one Occurrence.
- 2.10 "Period of Insurance" is the period shown in the Policy.
- 2.11 "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, cinders, dust, odours, noise, acids, alkalis, chemicals or waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 2.12 "Product" means any commodity, article or thing (after it has ceased to be in the possession or under the control of the Insured) which is or is deemed (whether by law or otherwise) to have been manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, treated, altered, serviced, repaired, sold, handled, supplied or distributed by the Insured or by others trading under the name of the Insured (including any container thereof other than a motor vehicle).
- 2.13 "Terrorism" means an act or acts:
- 2.13.1 That are violent in nature or are dangerous to human life:
- 2.13.1.1 That are a violation of the criminal laws of the United States of America or Australia or of any State or Territory of the United States of America or Australia or that would be a criminal violation if committed within the jurisdiction of the United States of America or Australia or any State or Territory of the United States of America or Australia and that have the apparent intent of:
- 2.13.1.1.1 Intimidating or coercing any civilian population;
- 2.13.1.1.2 Influencing the policy of any government by intimidation or coercion; or

2.13.1.1.3 Affecting the conduct of any government by mass destruction, assassination or kidnapping,

Or

2.13.2 That result in:

2.13.2.1 The denial of access to or services from web sites, computer networks or telecommunication equipment; or

2.13.2.2 The malfunction or degradation of web sites, computer networks, telecommunications equipment, mechanical equipment or the interruption to the functioning of web sites or such properties,

And that have the apparent intent of intimidating or coercing any civilian population or influencing the policy of any government by intimidation or coercion.

2.14 "Worker" means any person employed by the Insured or deemed to be employed by the Insured whether pursuant to any Workers' Compensation Law or otherwise.

2.15 "Workers' Compensation Law" means any law relating to compensation for Injury to Workers or employees.

3 Indemnity to Others

Subject to the terms of this Policy and in accordance with Insuring Clause 1, this Policy will extend to pay to or on behalf of:

3.1 Any principal, in respect of that principal's vicarious liability for the negligent acts or omissions of the Insured pursuant to Definition 2.5 and arising out of the Insured's Business, but this Policy does not extend to the liability of any principal howsoever arising out of the negligence, breach of contract or breach of duty of such principal;

3.2 Any director, executive officer or Worker of the Insured or, where the Insured is a partnership, any partner of the Insured, but only while acting within the scope of their duties in such capacity;

3.3 The officers, committee and members of the Insured's canteen, social, sports, first aid/medical, fire fighting and employee welfare organisations in their respective capacity as such; or

3.4 The legal personal representative of any person entitled to indemnity under this Clause 3 in circumstances giving rise to indemnity under this Policy.

Provided always that all such persons or parties shall, whilst not being a party to this contract, observe, fulfil and be subject to the terms of this Policy in so far as they can apply as though they were the Insured.

4 Cross Liabilities

Subject at all times to the terms of this Policy, each person or party indemnified is separately indemnified in respect of claims made by any of them against any other of them provided that LIU's total liability shall not exceed the Limit of Indemnity for all claims under this Policy.

5 Limit of Indemnity

LIU's liability to pay compensation shall not exceed the sum stated in the Schedule in respect of any one claim or series of claims arising from one Occurrence.

The total aggregate liability of LIU for any one Period of Insurance for all claims in respect of or in any way connected with the Insured's Products shall not exceed the Limit of Indemnity stated in the Schedule.

6 Defence Costs

In addition to the Limit of Indemnity, LIU will pay all reasonable legal costs and/or expenses incurred with LIU's prior written consent in connection with any claim for which the Insured is indemnified by this Policy.

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

Provided that LIU shall not be liable for legal costs and/or expenses for or in respect of representation at any formal legal inquiry involving an accident resulting in Injury or at any coroner's inquiry or defending any proceedings in a court of summary jurisdiction.

Provided that LIU shall not pay any legal costs and/or expenses in respect of any Occurrence after LIU has paid compensation up to the Limit of Indemnity.

Provided further that the legal costs and/or expenses incurred in connection with claims made and/or actions instituted within the United States of America or Canada and their respective territories and protectorates or any other territory coming within the jurisdiction of the courts of these countries, shall form part of the Limit of Indemnity and will not be payable by LIU in addition to the Limit of Indemnity.

In the event the Insured is a party to a demand, legal proceedings, inquiry or hearing which is covered only in part by this Policy, the Insured and LIU 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 Policy which relate solely to what is covered under this Policy.

In the event that an agreement cannot be reached, a Senior Counsel (to be mutually agreed upon by LIU 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 LIU may, in its absolute discretion, pay such legal costs and/or expenses or any other amount insured under this Policy as it considers appropriate.

7 Exclusions

This Policy does not cover liability directly or indirectly caused by, arising out of or in any way connected with:

- 7.1 The ownership, maintenance, operation, possession, use, loading or unloading by or on behalf of the Insured of any motor vehicle or trailer which is required by law to be registered or in respect of which there is required by law to be in force a policy of compulsory liability insurance or in relation to which there existed a statutory scheme providing compensation for Injury, but this exclusion does not apply to:
 - 7.1.1 Injury for which no indemnity is or would be available to the Insured under the said policy of compulsory liability insurance had the Insured complied with its obligations pursuant to such law;

- 7.1.2 Injury caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer for which no indemnity is or would be available to the Insured under the said policy of compulsory liability insurance had the Insured complied with its obligations pursuant to such law;
 - 7.1.3 Damage caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
 - 7.1.4 Damage to any bridge, weighbridge or road, or anything beneath such bridge, weighbridge or road caused by the weight of any motor vehicle or trailer or of the load carried thereon; or
 - 7.1.5 Damage to any motor vehicle or trailer (not owned, leased or hired by, under hire purchase, on loan or rented to the Insured) temporarily in the Insured's custody or control for the purpose of parking and directly arising out of such parking.
- 7.2 Damage to property owned, leased, hired by, under hire purchase, on loan or rented to the Insured or otherwise in the Insured's care, custody or control other than:
- 7.2.1 Premises (or to contents thereof) temporarily occupied by the Insured for the purpose of carrying out works thereto or thereon, but no indemnity is granted for liability in respect of physical damage to or destruction of that part of any premises or contents on which the Insured is or has been working on if the physical damage or destruction arises from such work;
 - 7.2.2 Premises tenanted by the Insured;
 - 7.2.3 Directors', employees' and visitors' clothing and personal effects; or
 - 7.2.4 Other property not owned by the Insured but temporarily in the Insured's possession provided:
 - 7.2.4.1 No indemnity is granted for liability in respect of physical damage to or destruction of that part of any property upon which the Insured is or has been working on if the physical damage or destruction arises from such work; and
 - 7.2.4.2 LIU's limit of liability under this Clause 7.2.4 does not exceed AUD100,000 each and every Occurrence and in the aggregate for any one Period of Insurance,

Provided further that no indemnity is granted under this Policy in respect of liability assumed by the Insured under any contract or agreement which requires the Insured to effect material damage insurance on premises, property or goods not owned by the Insured.
- 7.3 Damages claimed for, and/or the costs of withdrawal, recall, inspection, repair, replacement, disposal or loss of use of the Insured's Products or of any property of which such Products form a part, if such Products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.
- 7.4 Damage to the Insured's Products if such Damage is attributable to any defect therein or harmful nature or unsuitability thereof.
- 7.5 The cost of performing, completing, correcting or improving any work undertaken by the Insured.

- 7.6 Any Product guarantee or warranty given by or on behalf of the Insured but this exclusion shall not apply to the requirements of any Federal or State legislation with respect to Product safety and information.
- 7.7 Liability assumed under the terms of a contract, agreement or warranty unless and only to the extent that the Insured would have been liable in the absence of such contract, agreement or warranty.
- 7.8 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.
- 7.9 Any Product which is incorporated into the structure, machinery or controls of any aircraft, aerial device, watercraft or hovercraft.
- 7.10 Injury to any Worker.
Provided that if the Insured:
- 7.10.1 Is required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited in amount or not) for such Injury; or
- 7.10.2 Is not required to so insure or otherwise fund such liability by reason only that the Injury is to a person who is not a Worker or "employee" within the meaning of the relevant Workers' Compensation Law or the Injury is not an Injury which is subject to such Law,
- Then this Policy will respond to the extent that the Insured's liability would not be covered under any such fund, scheme, policy of insurance or self insurance arrangement had the Insured complied with it's obligations pursuant to such Law.
- 7.11 7.11.1 Any Workers' Compensation Law;
- 7.11.2 The provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination; or
- 7.11.3 Employment Practices.
- 7.12 Libel, slander and/or other defamation:
- 7.12.1 Made prior to the commencement of the Period of Insurance;
- 7.12.2 Made at the Insured's direction or with the Insured's authority or with knowledge of its falsity; or
- 7.12.3 Related to advertising, broadcasting, telecasting or publishing activities conducted by or on behalf of the Insured.
- 7.13 The loss of use of tangible property which has not been physically damaged or destroyed resulting from:
- 7.13.1 A delay in or lack of performance by or on behalf of the Insured of any contract or agreement; or

7.13.2 The failure of any Product to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the Insured but this exclusion does not apply to loss of use of other tangible property directly or indirectly caused by, arising out of or in any way connected with or resulting from the sudden and accidental physical damage to or destruction of the Product after such Product has been put to use by any person or organisation other than the Insured.

7.14 Any change in the nature of the Insured's Business which:

7.14.1 Occurred during the currency of this Policy; and

7.14.2 Was known by the Insured, or would have been known by a reasonable person in the circumstances, to be likely to increase the risk of Injury or Damage for which indemnity is provided by this Policy.

For the purposes of this exclusion, where the Insured is a corporate body, the knowledge of any director or officer of the Insured shall be deemed to be the knowledge of the Insured.

7.15 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 Clause 3 of this Policy.

Provided that this exclusion does not apply to the rendering of first aid or medical services on the Insured's premises by medical persons employed by the Insured.

7.16 7.16.1 The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants;

7.16.2 Testing, monitoring, clean up, removal, containment, treatment, detoxifying or neutralising of Pollutants or their effect;

7.16.3 The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants caused by any Product that has been discarded, dumped, abandoned or thrown away by others; or

7.16.4 Any expenses for the prevention of the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants.

Provided always that exclusions 7.16.1, 7.16.2 and 7.16.3 shall not apply to liability which is directly caused by a sudden, accidental, instantaneous, unintended, identifiable and unexpected happening which takes place in its entirety at a specific time and place.

The total aggregate liability of LIU for all claims covered in any one Period of Insurance in respect of the proviso above shall not exceed the Limit of Indemnity shown in the Schedule.

7.17 Injury sustained due to the inhalation or ingestion of, or exposure to:

7.17.1 Tobacco or tobacco smoke; or

7.17.2 Any ingredient or additive present in any articles, items or goods which contain or include tobacco.

7.18 7.18.1 Ionising radiations or contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion shall include any self sustaining process of nuclear fission or fusion; or

- 7.18.2 Nuclear weapons material.
- 7.19 And regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- 7.19.1 War and military action which includes without limitation the following:
- 7.19.1.1 War, including undeclared or civil war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;
- 7.19.1.2 Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- 7.19.1.3 Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- 7.19.2 Any actual or threatened act of domestic or international Terrorism committed by a person or persons acting:
- 7.19.2.1 Alone or on behalf of or in connection with any organisation; or
- 7.19.2.2 With the goal of furthering any political, social, religious, ideological or similar objective.
- 7.19.3 Action taken to prevent or defend against an act of Terrorism.
- If an act of Terrorism involves chemical or biological weapons, this Terrorism exclusion will still apply.
- If an act of Terrorism involves nuclear reaction, nuclear radiation or radioactive contamination, this Terrorism exclusion will apply to liabilities that result from such nuclear reaction or nuclear radiation or radioactive contamination in place of Exclusion 7.18.
- 7.20 The ownership, maintenance, operation, possession or use by or on behalf of the Insured of:
- 7.20.1 Any aircraft or aerial device;
- 7.20.2 Any watercraft exceeding 10 metres in length; or
- 7.20.3 Any hovercraft.
- 7.21 The Deductible and/or self insured retention shown in the Schedule.
- 7.22 The erection, demolition, alteration of and/or addition to buildings by or on behalf of the Insured except for contracts not exceeding in cost the sum of AUD500,000 or 10% of the Limit of Indemnity whichever is the lesser.
- 7.23 Asbestos.
- 7.24 7.24.1 Claims made and actions instituted within the United States of America or Canada and their respective territories and protectorates, and any other territory coming within the jurisdiction of the courts of the United States of America or Canada; or

7.24.2 Claims and actions to which the laws of the United States of America or Canada and their respective territories and protectorates apply.

Provided that this exclusion does not apply to claims and actions caused by an employee of the Insured who normally resides in Australia while such employee is temporarily travelling on behalf of the Insured outside Australia.

- 7.25 Fines, penalties, punitive damages, exemplary damages, multiplication of compensatory damages, liquidated damages and/or aggravated damages.
- 7.26 Any alleged or actual fraudulent, dishonest, malicious, wilful or criminal act or omission of the Insured or any person covered by Clause 3 of this Policy.

8 General Conditions

- 8.1 The Insured shall give written notice to LIU as soon as possible of any claim under this Policy and shall give all such additional information as LIU may require.
- 8.2 No admission, offer, promise, or payment shall be made or given by or on behalf of the Insured without the prior written consent of LIU who shall be entitled but not obligated to take over the conduct in the name of the Insured of the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as LIU shall require.
- 8.3 This Policy and any endorsements attached to this Policy shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
- 8.4 The amount shown within the Schedule as a Deductible and/or self insured retention is the first amount for all claims arising out of any one Occurrence which is to be borne by the Insured or any person covered by Clause 3 of this Policy.
- 8.5 LIU may at any time discharge its total liability to the Insured in respect of any one claim or series of claims arising from one Occurrence by paying to or on behalf of the Insured:
- 8.5.1 The total amount in respect of such claim to which the Insured is entitled to indemnity under this Policy;
- 8.5.2 The total amount sought by the claimant for such claim; or
- 8.5.3 The total amount for which such claim can be settled,
- And in addition to such payment LIU will pay Defence Costs incurred up to the date of payment as provided for by Clause 6 of this Policy.
- Upon such payment, LIU shall relinquish conduct or control of such claim and be under no further liability under this Policy in connection with such claim including but not limited to Defence Costs.
- 8.6 This Policy shall be interpreted in accordance with the laws of Australia and all claims for indemnity under this Policy shall be decided in accordance with those laws. All matters arising from or relating to the construction, operation or interpretation of the Policy shall be submitted to the exclusive jurisdiction of the Australian Courts.

- 8.7 The Insured must:
- 8.7.1 Exercise reasonable care that only competent Workers and/or employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition;
 - 8.7.2 Take all reasonable precautions to:
 - 8.7.2.1 Prevent Injury and Damage;
 - 8.7.2.2 Prevent the manufacture, sale or supply of defective Products; and
 - 8.7.2.3 Comply and ensure that its Workers, servants and agents comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property;
 - 8.7.3 At its own expense take reasonable action to trace, recall or modify any Products containing any defect or deficiency which defect or deficiency the Insured has knowledge of or has reason to suspect; and
 - 8.7.4 Assist and co-operate fully and promptly with LIU in the investigation, settlement or defence of any claim or matters relating or in connection thereto.

The amount of any benefit under this Policy for any liability caused or contributed to by the lack of such precautions, measures and compliances shall be reduced by the amount that fairly represents the extent to which LIU's interests have been prejudiced thereby.

- 8.8 Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and after expiry of the Period of Insurance declare as soon as possible such details as LIU requires and the premium shall be adjusted and any difference paid by or allowed to the Insured as the case may be subject to any minimum premium that may apply.
- 8.9 The Insured may cancel this Policy at any time by giving notice in writing to LIU.

LIU may cancel this Policy at any time where:

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

Any notice of cancellation given by LIU shall take effect either at the time when another contract of insurance between the Insured and LIU or some other insurer (being a contract that is intended by the Insured to replace this Policy) is entered into or at 4pm on the 3rd business day after the date on which notice was given to the Insured by LIU, whichever is the earlier.



Where the Insured comprises more than one person or company, it is agreed that the Insured referred to in the Schedule shall be the agent of each of the other Insured persons or companies or others indemnified by Clause 3 for the purposes of receiving any notice of cancellation pursuant to this General Condition, or any other notice, statement, document or information relating to this Policy.

Where the Insured has a broker, nothing shall restrict LIU's right to notify the broker as agent of the Insured.

- 8.10 Notwithstanding anything else to the contrary in the Policy, whenever coverage provided by this Policy would be in violation of any applicable economic, trade or other sanction or law, such coverage shall be null and void and LIU has no obligation to pay a claim if to do so would breach that sanction or law.
- 8.11 8.11.1 Words importing persons shall include corporations and other legal entities;
- 8.11.2 References in the singular shall be deemed to include the plural and vice versa;
- 8.11.3 Words depicting any gender include reference to all other genders;
- 8.11.4 References to any legislation or subordinate instruments shall refer to such legislation or subordinate instruments as amended from time to time and in force; and
- 8.11.5 Headings have been included for ease of reference and it is understood and agreed that this Policy is not to be construed or interpreted by reference to such headings.
- 8.12 Each Insured agrees that LIU may issue by electronic mail or post any notices required to be given under the Insurance Contracts Act or otherwise.
- 8.13 Liberty International Underwriters is a trading name of Liberty Mutual Insurance Company ("LMIC"), a stock insurance company incorporated in Massachusetts USA. LMIC is an indirect subsidiary of Liberty Mutual Holding Company Inc. ("LMHC"), a Massachusetts USA mutual holding company. NOTICE IS HEREBY GIVEN that the annual meeting of LMHC is held on the second Wednesday in April of each year at ten o'clock in the morning, local time, at LMHC's office at 175 Berkeley Street, Boston, Massachusetts USA. This notice is for members of LMHC only. One becomes a member of LMHC by virtue of being a policyholder of LMIC. Membership rights terminate when one ceases to be a policyholder of LMIC. Members of LMHC may request a copy of LMHC's annual financial statements, which are posted on Liberty Mutual's website at www.libertymutual.com by writing to Liberty Mutual Holding Company Inc., 175 Berkeley Street, Boston, Massachusetts 02116.

Signed on behalf of Liberty International Underwriters



A handwritten signature in black ink, consisting of several loops and strokes, positioned to the left of the Liberty Mutual Insurance Company logo.



5th September 2018

For and on behalf of
Liberty International Underwriters

Date



Endorsements attaching to and forming part of Policy Number ME-CAS-17-401369A

Insured: Cricket Clubs, Affiliations & Associations of each State & Territory and others as per Schedule

Endorsements effective from: 30th June 2018

Endorsement 1.

AIDS-HIV Exclusion

This Policy does not cover liability directly or indirectly caused by, arising out of or in any way connected with:

1. The Human Immunodeficiency Virus (HIV) or any mutation, derivation or variation thereof; or
2. Any HIV related illness including but not limited to Acquired Immune Deficiency Syndrome (AIDS) or any mutation, derivation or variation thereof.

Endorsement 2.

CCC Extension

Sub-Exclusion 7.2.4.2 is deleted and replaced by the following:

- 7.2.4.2 LIU's Limit of Indemnity under this Clause 7.2.4 does not exceed AUD100,000 each and every Occurrence and in the aggregate for any one Period of Insurance in regards to Insured.

Endorsement 3

Licensed Premises Exclusion

The following additional Exclusion is added to this Policy:

This Policy does not cover liability directly or indirectly caused by, arising out of or in any way connected with the ownership and/or operation of any licensed premises, licensed club or licensed club house or the like whose sole purpose is to operate as a licensed premises, licensed club or licensed club house or the like.

Endorsement 4.

ERRORS & OMISSIONS (CLAIMS MADE)

1. NOTICE TO THE INSURED

The terms and conditions of this Endorsement provide that:

- 1.1 A Claim (as defined within this Endorsement) must be made against the Insured during the Period of Insurance for this Policy to apply; and
- 1.2 The Insured must immediately notify LIU in writing of such Claim(s). Such notification must be given to LIU during the Period of Insurance for this Policy to apply.

If any circumstances or facts come to the attention of the Insured during the Period of Insurance which are likely to give rise to a Claim(s) to be made against the Insured or which the Insured should reasonably expect to give rise to a Claim(s) to be made against this Insured, the terms and conditions of this Endorsement provide the Insured with an option as to whether or not to notify LIU. However, failure to notify LIU may affect Policy indemnity,

i.e. all or part of any subsequent Claim(s) may not be covered. Assuming the option to notify LIU is chosen, such notification must be given in writing during the Period of Insurance for this Policy to apply.

The time of the happening of the negligence, whether by act, error or omission which gives rise to a Claim(s), is not of relevance provided they occur after the Retroactive Date specified below.

Upon expiry of the Period of Insurance, no further Claim(s) can be made under this Policy and, therefore, the maintenance of insurance provided by this Endorsement is essential.

2. ERRORS AND OMISSIONS OPERATIVE CLAUSE

Subject to the terms of this Endorsement, LIU will pay to or on behalf of the Insured up to the Limit of Indemnity of AUD10,000,000 against all sums which the Insured shall become legally liable to pay by way of compensation as a result of a Claim or Claims(s) first made against the Insured and reported to LIU during the Period of Insurance for Injury and /or Damage in connection with the Insured's activities as a coach (including assistant coaches, specialist coaches including but not limited to batting, bowling and fielding coaches and strength & conditioning trainers), umpire or manager.

LIU hereby agrees to pay all Defence Costs (including claims handling expenses) for which indemnity is available under this Endorsement provided that LIU's total aggregate liability (including Defence Costs) shall not exceed in all the Limit of Indemnity specified above notwithstanding the number of Claims made. The first AUD2,500 of each and every Claim (costs inclusive) shall be borne by the Insured at their own risk and LIU's Liability shall only be in excess of this amount.

3. ENDORSEMENT APPLICABLE TO ERRORS & OMISSIONS COVER

3.1 For the purposes of this endorsement only, Exclusion 7.15 is deleted.

4. EXCLUSIONS APPLICABLE TO ERRORS & OMISSIONS COVER

In addition to the Exclusions contained in the Policy of which this endorsement forms a part, this endorsement does not cover liability: -

4.1 Arising out of any negligence, whether by acts, errors or omissions which occurred or allegedly occurred:

4.1.1 Prior to 15th August 2003; or

4.1.2 The retroactive date applicable to any prior period of claims made coverage, subject to that coverage being an uninterrupted period of cover prior to inception of this Policy, whichever is the earliest

4.2 Arising out of any facts or circumstances which the Insured was aware of 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.

4.3 Arising out of or attributable to any failure or omission on the part of the Insured to effect or maintain insurance.

4.4 Which is more specifically insured against in any other section of this Policy.

4.5 Arising from an Occurrence which is inevitable having regard to:

4.5.1 The circumstances and nature of the work undertaken, or

4.5.2 The Insured's Products or services supplied

- 4.6 Arising from or in connection with advice, design, consultancy, specification, formulae or supervision given or undertaken by the Insured:
 - 4.6.1 Not in relation to the Insured's Products or services
- 4.7 Arising out of conspiracy, conversion, deceit, inducement, and breach of contract or injurious falsehood.
- 4.8 Arising in the USA and/or Canada or in respect of any Claims which would be subject to the jurisdiction of the Courts of the USA and/or Canada
- 4.9 Incurred by or caused by a Director or Officer of the Insured whilst acting within the scope of their duties in such capacity.

5. DEFINITION

"Claim" or "Claims" means:

- 5.1 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
- 5.2 The receipt by the Insured of any written or verbal notice of demand for compensation made by a third party against the Insured.

6. CONDITIONS APPLICABLE TO ERRORS & OMISSIONS COVER

- 6.1 The Insured shall, as a condition precedent to their right to be indemnified under this section, give to LIU as soon as practicable notice in writing during the Period of Insurance:
 - 6.1.1 Of any Claim(s) made against them;
 - 6.1.2 Of the receipt of notice from any person of an intention to make a Claim against them.
- 6.2 The Insured shall give to LIU as soon as practicable notice in writing during the Period of Insurance of any circumstance of which they shall become aware during the Period of Insurance likely to give rise to a Claim against them.

If, during the Period of Insurance, the Insured shall become aware of any circumstance which might subsequently give rise to a Claim under this Endorsement and elect, during the Period of Insurance, to give written notice to LIU of such circumstances, than any such Claim which might subsequently arise out of such circumstances will be deemed to have been made during the Period of Insurance.

Endorsement 5

This policy does not cover liability directly or indirectly caused by, arising out of or in any way connected with Injury arising directly or indirectly out of or caused by malpractice, treatment prescribed or administered, or the failure to prescribe or administer treatment, by the Insured or any employee or agent of the Insured and/or breach of duty in a professional capacity by the Insured or by any person for whose actions the Insured are responsible.

Endorsement 6.

Advertising Injury Inclusion



1. Clause 1. Insuring Clause is deleted and replaced by the following:

Subject to the terms of this Policy, LIU will pay to or on behalf of the Insured all sums which the Insured shall become legally liable to pay by way of compensation in respect of Injury, Damage and/or Advertising Injury first happening during the Period of Insurance as a result of an Occurrence in connection with the Insured's Business.

2. The following additional Definition is added to Clause 2. Definitions:

"Advertising Injury" means unintentional libel, slander, defamation, infringement of copyright, title or slogan, piracy, idea misappropriation or invasion of rights of privacy, arising out of the Insured's advertising activities first published or broadcast during the Period of Insurance.

3. Definition 2.9 Occurrence is deleted and replaced by the following:

"Occurrence" means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Injury and/or Damage and/or Advertising Injury neither expected nor intended from the standpoint of the Insured. All events of a series consequent on or attributable to one source or original cause shall be deemed one Occurrence.

With respect to Advertising Injury, all injury arising out of the same injurious material, regardless of the frequency of repetition or the number or kind of media used, or whether a claim is made by one or more persons, shall be deemed to arise out of one Occurrence.

4. The following additional exclusion is added to this Policy:

Advertising Injury resulting from:

- 4.1 Failure of performance of contract but this shall not relate to claims for unauthorized appropriation of ideas based upon breach of an implied contract;
- 4.2 Infringement of trade mark, service mark, trade name or patents;
- 4.3 Incorrect description of any article or commodity; or
- 4.4 Mistake in advertised price.

Endorsement 7

Definition of Damage

Definition 2.2 "Damage" is deleted and replaced by the following:

- 2.2 "Damage" means:

- 2.2.1 Physical loss or destruction of or damage to tangible property including the loss of use (total or partial) or any consequential loss resulting therefrom; or
- 2.2.2 Total or partial interruption of or interference with or loss of use of or deprivation of premises, property, services, facilities, trade or vehicular or pedestrian traffic or the like which has not been physically lost, destroyed or damaged, provided such loss of use or deprivation is caused by the physical destruction or damage of other tangible property caused by an Occurrence;
- 2.2.3 Evacuation costs arising from actual or threatened physical destruction of or damage to tangible property or Injury;

In the event of Damage arising from latent damage or from exposure of tangible property to gradual deterioration and eventual damage, such Damage shall be deemed to have occurred on the day such deterioration or damage was first discovered by the Insured.

Endorsement 8

Definition of Insured

Definition 2.5 "Insured" is deleted and replaced by the following:

2.5 Insured means:

- 2.5.1 The Insured stated in the Schedule (hereinafter known as the 'Named Insured');
- 2.5.2 Any parent or subsidiary company and any of their subsidiary and related bodies corporate (as defined in the Corporations Act 2001);
- 2.5.3 Any other person, party, entity or organisation under the control of the Insured designated under clauses 2.5.1 or 2.5.2 and over which it is exercising active management;
- 2.5.4 Any director, executive officer, Worker, commissioner, umpire, trainer, authorised officer, shareholder, contract staff, or member of any safety, fire-fighting, security or medical facility of any of the insured's under clauses 2.5.1, 2.5.2 and 2.5.3 whilst acting as such;
- 2.5.5 Any other person, principal, organisation, trust, estate, joint venture or other entity for whom or for which the insured parties under clause 2.5.1, 2.5.2, 2.5.3 or 2.5.4 are obliged or have agreed to arrange insurance by virtue of a Contract or assumption of responsibility, but only to the extent required by such Contract or assumed responsibility and in any event only for such coverage and Limits of Liability as provided in this Policy;
- 2.5.6 Any director, partner or Worker (including the spouse or partner of any such director, partner or Worker whilst accompanying such person) of the Insured designated in clauses 2.5.1, 2.5.2 and 2.5.3 against legal liability incurred in a personal capacity while temporarily outside their country of residence in connection with the Business;
- 2.5.7 Any director or senior or executive officer of the Insured designated in clauses 2.5.1, 2.5.2 and 2.5.3 in respect of private work undertaken by the Insured's Workers for such director or senior or executive officer and any Workers of the such Insured whilst undertaking such work;

all now or previously existing, hereinafter constituted or acquired, including any predecessor in business or divested (but only arising out of an Occurrence prior to the divestment and during the Period of Insurance) for their respective rights, interests and liabilities.

Endorsement 9

Definition of Insured's Business

Definition 2.6 "Insured's Business" is deleted and replaced by the following:

- 2.6 Insured's Business means all activities of the Insured which principally includes those stated in the Schedule and:
 - 2.6.1 The provision and management of canteens, social, sports and welfare organisations, educational and childcare facilities primarily for the benefit Workers;

- 2.6.2 The provision of sponsorships, charities, first aid, medical, security, fire-fighting and ambulance services by or on behalf of the Insured;
- 2.6.3 Property owners and lessees including maintenance of the premises or property for which such responsibilities exist;
- 2.6.4 Conducted tours of the Insured's premises;
- 2.6.5 Hire or loan of plant to other parties;
- 2.6.6 Sales and promotional activities including but not limited to opening ceremonies of new premises, new product launches, media presentations, shows, media trips, press conferences and participation in exhibitions;
- 2.6.7 Any prior activities which have ceased or have been disposed of to the extent the Insured retains a legal liability;
- 2.6.8 Any activity where the Insured is deemed to have been the manufacturer of any Products;
- 2.6.9 Private work undertaken by the Insured's Workers for any director, partner or senior executive of the Insured;
- 2.6.10 Any other work performed by or on behalf of the Insured;
- 2.6.11 Any other occupation ancillary or incidental to the Business stated in the Policy Schedule.

Endorsement 10

Definition of Product

Definition 2.12 "Product" is extended to include the following:

Products are deemed not to include:

- 2.12.1 Any vending machine or other property rented to or located for the use of others but not sold; or
- 2.12.2 Food and beverages supplied by or on behalf of the Insured, primarily to the Insured's Workers;

such resultant Injury and/or Damage arising from an Occurrence in connection with clause 2.12.1 or 2.12.2 above being regarded as general liability claims.

Endorsement 11

Definition of Worker

Definition 2.14 "Worker" is extended to include the following:

Including trainees, work experience and voluntary workers.

Endorsement 12

Vehicles

The Policy is extended to include the following additional proviso to Exclusion 7.1:

- 7.1.6 The Insured's inadvertent or unintentional failure to maintain compulsory third party bodily injury insurance.

Endorsement 13

Product Defects

Exclusion 7.4 is deleted and replaced by the following:

- 7.4 Damage to the Insured's Products to the extent such Damage is attributable to any defect therein or harmful nature or unsuitability thereof.

Endorsement 14

Workers' Compensation

The Policy is extended to include the following proviso to Exclusion 7.11:

Provided that this Workers' Compensation Exclusion shall not apply to subrogation rights exercised against the Insured by or on behalf of any state social security, workers' compensation or similar scheme;

Endorsement 15

Pollution

The Policy is extended to include the following additional proviso to Exclusion 7.16:

Provided further that this Exclusion shall not apply to any liability arising out of the discharge, disposal, release or escape of legionellae bacteria.

Endorsement 16

Claims Procedures

General Conditions 8.1 and 8.2 are deleted and replaced by the following:

- 8.1 The Insured shall:

8.1.1 Give notice to LIU as soon as reasonable practical in the circumstances of any claim under this Policy and shall give all such additional information that LIU may reasonably require.

8.1.2 At LIU's expense take all reasonable steps to mitigate the actual or potential amount of the claim.

- 8.2 Make no admission, offer, promise, payment or indemnity without the consent of the LIU (but only to the extent not in breach of Section 41 of the Insurance Contracts Act 1984 (Cth) as amended) who at the request of the Insured may take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured any claim for indemnity or damages or otherwise.

Provided that in accordance with Section 54 of the Insurance Contracts Act 1984 (Cth) as amended, any Insured shall be entitled to take immediate action to avoid danger to persons or property and that such action shall in no way prejudice or invalidate the relevant Insured's position or entitlement with respect to any claim hereunder.

Endorsement 17

Deductible

General Condition 8.4 is deleted and replaced by the following:

- 8.4 The amount shown within the Schedule as a Deductible and/or self insured retention is the first amount for all claims arising out of any one Occurrence which is to be borne by the Insured or any person covered by Clause 3 of this Policy. Should more than one Deductible



be applicable to each Occurrence, such Deductibles shall not be aggregated; the single highest Deductible only will apply.

Endorsement 18

Cancellation

General Condition 8.9 is deleted and replaced by the following:

8.9 This Policy may be cancelled:

8.9.1 By LIU in accordance with Sections 60 and 61 of the Insurance Contracts Act 1984 (Cth) as amended by serving on the Named Insured sixty (60) business days' notice in accordance with Section 59 of that Act, in which case the Named Insured will be entitled to a pro-rata refund of the Premium.

8.9.2 By the Named Insured (on behalf of itself and all other Insureds unless otherwise specified) may cancel at any time by giving notice in writing to the LIU.

Premium Adjustment

After cancellation by the Named Insured, the Premium will be adjusted in accordance with General Condition 8.8 or pro-rata for the period LIU were on risk whichever provides the more equitable outcome in the prevailing circumstances. The Named Insured will be obliged to supply to LIU all such information that is reasonably necessary to adjust the Premium.

Endorsement 19

Insolvency or Bankruptcy

The following addition General Condition 8.17 is added:

8.17 If the Insured (or any of them) becomes deceased, incompetent, infirm, disabled, bankrupt or insolvent, LIU will cover their estate, heirs, legal personal representatives or powers of attorney for claims made against the Insured to the extent that in the absence of such death, incompetency, infirmity, disability, bankruptcy or insolvency, such claims would have been covered under this Policy.

Endorsement 20

Other Insurance

The following addition General Condition 8.18 is added:

8.18 If at the time of any Occurrence there is, or but for the existence of this Policy would be:

8.18.1 Any other policy entered into by the Insured which has been specified in the Schedule;

8.18.2 Any policy arranged by any other party which extends the benefits of that policy to the Insured but which has not been entered into by the Insured;

Then in accordance with Section 45 of the Insurance Contracts Act 1984 (Cth) as amended, the insurance provided under this Policy will apply as excess insurance over and above the amount of liability covered under such other policy of indemnity or insurance.

Endorsement 21

Automatic Acquisitions

The following addition General Condition 8.19 is added:

8.19 This Policy shall:

- 8.19.1 Include, without advising LIU, any companies/ entities acquired, established, created by the Insured or for which the Insured assumes responsibility, provided that any such activities which materially alter the Business of the Insured or have an annual turnover in excess of 15% of the estimated turnover of the Insured as a whole will be declared to LIU within ninety (90) days following acquisition.
- 8.19.2 If the Insured enters into a joint venture with another company/ entity then such joint venture shall be included under this Policy to the extent that the Insured has agreed to arrange such insurance on behalf of the joint venture company or operation provided that any such activity which materially alters the Business of the Insured or has an annual turnover in excess of 15% of the estimated turnover of the Insured will be declared to LIU within ninety (90) days following the formation.
- 8.19.3 Following such advice LIU reserve the right to impose additional terms and premium variation as are reasonable in the prevailing circumstances.
- 8.19.4 Where existing (other policy) insurance is in force relative to any indemnity described in clauses 8.19.1 and 8.19.2 above, this Policy will only indemnify the Insured for any difference in policy conditions or limits of indemnity between this Policy and the other policy until expiry of that other policy or until indemnity is no longer provided under the other policy, whichever first occurs.

Endorsement 22

Appointment of Loss Adjuster

The following addition General Condition 8.20 is added:

- 18.20 Loss adjusters appointed to investigate and quantify losses that are potentially indemnifiable under this Policy are agents of LIU and their fees and related expenses shall be payable by LIU.
 - 18.20.1 JLT (Jardine Lloyd Thompson Pty Ltd) is authorised to appoint a loss adjuster from the panel of Loss Adjusters stated in the Schedule.
 - 18.20.2 LIU and the appointed loss adjuster agree that all documents, transcripts, reports (verbal and written) shall be made available to LIU and the Insured simultaneously.



Nothing contained in these endorsements 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.

A handwritten signature in black ink, consisting of several stylized, overlapping loops and lines.



5th September 2018

For and on behalf of
Liberty International Underwriters

Date