

Affinity Insurance Brokers

ABN 15 091 944 580

Authorised Representative Number 1288354

Level 1/1265 Nepean Highway
CHELTENHAM VIC 3192

PO Box 601
MOORABBIN VIC 3189

Ph: (03) 8587 7777
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The policy mentioned below is due for renewal on and payable by 1/01/2022. To ensure continuous cover, please arrange payment prior to expiry date of 1/01/2022. Please refer to our various payment options below.

Page 1 of 6

TAX INVOICE

This document will be a tax invoice for GST when you make payment

Invoice Date: 15/12/2021

Invoice No: 38692

Our Reference: APF

Should you have any queries in relation to this account, please contact your Account Manager
Greg Shallard Ph: (03) 8587 7759

Australian Polo Federation
Attention: Suzie Ruse
PO Box 150
WINDSOR NSW 2756

Class of Policy: Management Liability
Insurer: Insurance Australia Limited T/as CGU Insurance
181 William St Melbourne VIC 3000
ABN: 11 000 016 722
The Insured: Australian Polo Federation Ltd

RENEWAL

Policy No: 03ML1828861

Period of Cover:

From **1/01/2022**
to **1/01/2023** at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

Management Liability Renewal 2022 -2023

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Policy Fee	Broker Fee
\$3,410.00	\$0.00	\$0.00	\$361.00	\$337.61	\$0.00	\$200.00

TOTAL \$4,308.61

(A processing fee applies for Credit Card payments)



Please turn over for further payment methods and instructions



Biller Code: 20362
Ref: 40346981911418192



Pay by credit card (Visa, Mastercard, Amex or Diners) at www.deft.com.au or Call 1300 78 11 45. A surcharge may apply.
DEFT Reference Number: 40346981911418192



*498 403469 81911418192

Affinity Risk Partners (Brokers)

Our Reference: APF
Invoice No: 38692
Due Date: 1/01/2022

Premium	\$3,410.00
U'writer Levy	\$0.00
Fire Levy	\$0.00
GST	\$361.00
Stamp Duty	\$337.61
Broker Fee	\$200.00
Policy Fee	\$0.00

AMOUNT DUE \$4,308.61

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81911418192<

000430861<3+

Schedule of Insurance

Class of Policy: Management Liability	Policy No: 03ML1828861
The Insured: Australian Polo Federation Ltd	Invoice No: 38692
	Our Ref: APF

Item 1 Insured:	AUSTRALIAN POLO FEDERATION	
Item 2 Address:	HARLEY PLACE SUIT 408, 251 OXFORD ST BONDI JUNCTION	2022
Item 3 Business Description:	Not for Profit Association for the sport of Polo in Australia	
Item 4 Description of Policy:	Business Protection Management Liability Policy (CGU BPML 05-21)	
Item 5 Period of Insurance:	12 Months	
Item 6 Policy Limit:	Combined Limit - \$5,000,000	
Item 7 Coverage Parts:		
Coverage Part 1 Directors & Officers Liability / Company Reimbursement		Included
Coverage Part 2 Employment Practices Liability		Included
Coverage Part 3 Statutory Liability (Sub-limited as per Policy Wording)		Included
Coverage Part 4 Company Liability		Included
Item 8 Automatic Extensions:		
General Extensions (Applicable to all Coverage Parts)		Included
Acquisition of Your Company		
Acquisitions and Creations		
Compensation for Court Attendance		
Continuous Cover		
Discovery Period		
Estates and Legal Representatives		
Preservation of Indemnity		
Public Relations and Crisis Management Costs		
Your Previous Subsidiaries		
Coverage Part 1 Directors & Officers Liability		Included
Auto Reinstatement of the Limit of Indemnity for Non-Exec Directors		
Bail and Civil Bond Expenses		\$100,000
Deprivation of Assets Proceedings		\$100,000
Directors Tax Liability		\$25,000
Employment Superannuation Scheme		
Extradition Expenses		\$50,000
Outside Position Liability		
Retired Directors		
Spousal Liability		
Coverage Part 2 Employment Practices Liability		Included
Third Party Sexual Harassment		\$50,000
Coverage Part 3 Statutory Liability		Included
No Applicable Extensions		

Schedule of Insurance

Class of Policy: Management Liability
The Insured: Australian Polo Federation Ltd

Policy No: 03ML1828861
Invoice No: 38692
Our Ref: APF

Coverage Part 4 Company Liability

Included

Breach Of Contract Defence Costs	\$100,000
Copyright Defence Costs	\$100,000
Crime Loss	\$500,000
Identity Fraud	\$100,000
Internet Liability	\$150,000
Tax Audit Costs	\$500,000

Optional Extensions

Cyber Cover Extension Not Included

Item 9 Excesses:

Coverage Part 1 Directors & Officers Liability	NIL
Coverage Part 2 Employment Practices Liability	\$5,000
Coverage Part 3 Statutory Liability	\$2,500
Coverage Part 4 Company Liability	\$2,500
Copyright Defence Costs	\$5,000
Crime Loss	\$5,000
Tax Audit Costs	\$1,000
Cyber Cover Extension	Not Applicable

Item 10 **Retroactive Date:** Unlimited

Item 12 Endorsements:

This Policy is subject to the following endorsements, details of which are set out at the end of this Schedule.

1. MOLESTATION EXCLUSION
2. FAILURE TO MAINTAIN INSURANCE
3. SEGREGATION OF DUTIES (\$500K)
4. SPECIFIC EXCLUSION
5. ANTI DOPING EXCLUSION
6. STATUTORY LIABILITY EXCLUSION

DETAILS OF SPECIAL ITEMS ATTACHING TO AND FORMING PART OF THE POLICY

5. MOLESTATION EXCLUSION

We will not be liable for Loss:

arising directly or indirectly out of any of the following:

- (a) any Molestation of a person committed by or on behalf of the Insured; or
- (b) where any Molestation arises from any failure in the Insured or the Insured's: systems, procedures, work practices, monitoring, reference checking, premises, staffing levels, failure to heed warnings, or any other shortcomings in management; or
- (c) any physical or mental injury, shock or psychiatric injury occasioned to any individual directly or indirectly as result of the Molestation of a person; or
- (d) any criminal or civil proceedings or any inquiry arising from Molestation of a person; or
- (e) any allegations in relation to (a) to (d) above, whether or not true; or
- (f) any economic or consequential loss of any kind arising from any of the matters in (a) to (e) above.

"Molestation" means assault, malicious wounding, murder, sexual interference, sexual assault, or the commission of a sexual offence in all cases regardless of the consent of the individual molested.

6. FAILURE TO MAINTAIN INSURANCE

The following general exclusion applies to all Coverage Parts of this Policy:

Class of Policy:	Management Liability	Policy No:	03ML1828861
The Insured:	Australian Polo Federation Ltd	Invoice No:	38692
		Our Ref:	APF

We will not be liable for Loss arising directly or indirectly out of, or in any way connected with the failure or omission on the part of any Insured to procure or maintain adequate insurance for the Company or any Subsidiaries.

In all other respects the Policy remains unaltered.

7. SEGREGATION OF DUTIES (\$500K)

It is declared and agreed that under Coverage Part 4 c) Automatic Extension

3. Crime Loss, is deleted and replaced with the following:

3. Crime Loss

Subject to the Excess in respect of Crime Loss as specified in the Policy Schedule, We will reimburse Your Company, with a sub-limit up to \$500,000 or the Limit of Indemnity whichever is the lesser amount for any Crime Loss resulting from a Criminal Act, provided such Crime Loss is first Discovered and notified to Us in writing as soon as reasonably possible during the Period of Insurance.

This extension shall also cover subject to the sub-limit:

- a) auditors fees, costs, charges and expenses incurred with Our prior written consent that are reasonably necessary to determine the value of a Crime Loss and are reasonable in amount on Our acceptance that a Crime Loss has occurred; and
- b) Crime Loss in relation to Your Stand Alone Superannuation Fund; and
- c) Crime Loss in relation to any welfare, social or sporting club formed with Your knowledge and consent and designed exclusively for the benefit of Your Employees.
- d) Crime Loss caused by a Director of Your Company (excluding any sole trader). This cover is sub-limited to \$100,000 and is part of and not in addition to the overall sub-limit for this extension.

However, this extension shall not cover Crime Loss:

- a) if an indemnity is available under any other policy;
- b) arising or occurring in whole or part outside of Australia or New Zealand;
- c) arising out of, or in any way related to any proprietary information, intellectual property, trade secrets, confidential processing methods or other confidential information of any kind;
- d) arising out of or in any way connected with any fraudulent or dishonest activities involving collusion by or complicity of any Director who at the time of the fraudulent or dishonest act owns or controls more than 5 per cent of the issued share capital of Your Company or any shareholder who at the time of committing such fraudulent or dishonest act(s) had ownership of or control over more than 5 per cent of the voting share capital of Your Company or any Subsidiary or Associated Company;
- e) arising out of, or in any way related to the destruction, damage or forcible entry to any premises or building;
- f) arising out of, or in any way related to any indirect or consequential consequential loss any kind, including but not limited to;
 - i. any duties, penalties or contractual penalties; or
 - ii. any costs, fees or other expenses incurred by Your Company in prosecuting or defending any claim, demand or legal proceeding; or
 - iii. any loss of interest, dividends or income not realised by Your Company or any third party;
- g) the non-payment or default under any Credit Arrangement including any payments made or withdrawals from any customer account involving items which are not finally paid for any reason;
- h) notwithstanding the Continuous Cover clause, first Discovered prior to the commencement of the Period of Insurance, or after the expiry of the Period of Insurance;

Class of Policy: Management Liability
The Insured: Australian Polo Federation Ltd

Policy No: 03ML1828861
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- i) which can only be proved by means of one or more of the following: a profit and loss computation or comparison, or a comparison of inventory records with an actual physical inventory count;
- j) arising out of, or in any way related to, the voluntary giving, exchanging, purchasing or surrendering of Insured Property unless such voluntary giving, exchanging or surrendering has occurred by reason of a Criminal Act covered under this extension;
- k) arising out of, or in any way related to only one individual's signature or authorisation being required to validly sign cheques, issue electronic funds transfer, prepare cheque requisitions, handle bank deposits, reconcile bank statements, or refund monies without the independent review and approval from at least one other person of equal seniority who must examine the supporting vouchers or requisitions or verify the transaction;
- l) arising out of, or in any way related to only one individuals authorisation being required to add or delete vendors;
- m) arising out of, or in any way related to the forgery, alteration or fraudulent use of any credit card, fuel card or store card issued by Your Company to Employees or Directors unless the terms and conditions under which such credit card, fuel card or store card issued have been fully complied with by Your Company; or
- n) arising out of, or in any way related to any kidnap, ransom or extortion.

You must provide adequate proof to Our satisfaction of a Crime Loss. This includes but is not limited to the following:

- a) adequate proof of the quantum of Crime Loss;
- b) all facts attributable to the Crime Loss, including perpetrators and other relevant parties, activities that lead to the Crime Loss, and period of time such activities have been evident;
- c) highlighting security or control weakness and discussion around how these weaknesses will be addressed;
- d) all supporting documentation and pertinent date and records.

We shall pay Crime Loss on the basis of valuation set out below with respect to the following categories of Crime Loss covered under this extension:

- a) in respect of Securities, We shall not pay for more than the actual cash value thereof at the close of business on the business day on which the Crime Loss was first Discovered.
- b) in respect of Tangible Property:
 - i. in the case of loss of or damage to Tangible Property consisting of books of accounts, data storage devices, or other records (other than electronic data) used by Your Company in the conduct of Your Business, We shall pay for the cost of replacing such books of accounts, data storage devices, or other records with blank books, pages, data storage devices, or other blank materials;
 - ii. in the case of loss of, or damage to all other Tangible Property, We shall be liable for the price paid by Your Company, or the cost to replace or repair such other Tangible Property, or the actual cash value thereof at the time of the Crime Loss, whichever is the lesser;
- c) in respect of loss of money consisting of foreign currency, loss shall be calculated by reference to the rate of exchange published by the Reserve Bank of Australia at the close of business on the business day on which the Crime Loss was first Discovered.

In all other respects the Policy remains unaltered.

8. SPECIFIC EXCLUSION

Notwithstanding anything else to the contrary contained in the Policy, it is declared and agreed that We do not

Class of Policy: Management Liability
The Insured: Australian Polo Federation Ltd

Policy No: 03ML1828861
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provide Cover for any Claims or Covered Claims brought against Affiliates and/or Clubs of the Australian Quarter Horse Association.

In all other respects the Policy remains unaltered

9. ANTI DOPING EXCLUSION

The following endorsement applies to all Coverage Parts of this Policy

This Policy does not provide Cover for any Claim or Covered claims arising directly or indirectly out of the use or alleged use by any person of a performance enhancing substance or a substance banned by the Australian Sports Drug Agency and/or World Anti-Doping Agency

This endorsement overrides anything else to the contrary which is expressed or implied in the Policy.

10. STATUTORY LIABILITY EXCLUSION

The following endorsement applies to all Coverage Parts of this Policy

Notwithstanding anything else to the contrary contained in the Policy, it is declared and agreed that:

- a) General Exclusion 2 c) is deleted in its entirety
- b) Coverage part 3 is deleted in its entirety.

In all other respects the policy remains unaltered