

Policy Schedule

You will only be entitled to insurance cover under the section or sections which you have selected and for which you have paid the required premium.

Policy Number – PMEL99/0073204

The Insured	EASTERN FOOTBALL NEBTALL LEAGUE INCORPORATED
Address	256 Scoresby Road Boronia 3155 Australia
Sport/Business	Football (Aust. R.)
Teams/Members	610 TEAMS
Period of Insurance	From 31/03/2025 to 31/03/2026, at 4:00 pm and any subsequent period for which the insured shall have paid and The Underwriter(s) shall have accepted the new premium.

Cover Details

**Combined Liability**  
Wording: Combined\_Liability\_Policy\_Wording\_05.24  
Underwritten by Certain underwriters at Lloyd’s & HDI Global Specialty SE-Australia under contract number B1750L240503 & SCA/PL/2024 respectively

**Part 1**  
**Public Liability**  
\$20,000,000 any one occurrence  
**Products Liability**  
\$20,000,000 any one occurrence and in the aggregate  
Excess \$1,000

**Part 2**  
**Professional Indemnity**  
\$5,000,000 any one claim and in the aggregate  
Excess \$1,000  
Retroactive date: 1/01/2011

**Part 3**  
**Management Liability** limits as per those shown below any one claim and in the aggregate  
Directors and Officers: \$5,000,000  
Offices Bearers \$5,000,000  
Trustee Liability: \$5,000,000  
Taxation Audit: \$50,000  
Crime/Fidelity: \$250,000  
Employment Practices: \$250,000  
Statutory Liability: \$250,000  
Appearance at Official Investigations: Included  
Heirs and Estates: Included  
Automatic Reinstatement of Indemnity Limit: Included  
Discovery Period: Included  
Outside Directorship Cover: Included  
New and Former Subsidiary: Included  
Occupational Health and Safety: Included  
Public Relations Cover: \$100,000  
Pollution: Included for Sudden and Unexpected  
Continuous Cover: Included

**Management Liability Excess**

Standard Excess \$NIL

Crime/Fidelity \$NIL

Employment Practices \$10,000

Retroactive date: 1/01/2011

To view full policy details including definitions, exclusion and conditions please refer to the policy wording and any endorsements listed below.

**Endorsement - Latent Injury****Sub Limit of Indemnity**

Latent Injury Extension: AUD 5,000,000 each and every Claim and AUD 10,000,000 in the aggregate any one Period of Insurance inclusive of Defence Costs (Claims Made)

**Retro Date**

31/03/2024

**Deductible**

AUD 25,000 each and every claimant and inclusive of Defence Costs

**Policy Wording Definition :**

"Latent Injury" means an injury that existed but was hidden or concealed and did not develop or manifest at the time of the mechanical force or trauma that directly caused the injury. A Latent Injury does not include a Pre-existing Injury

**Policy Wording Exclusion**

Latent Injury. However, this exclusion shall not apply to Endorsement 1.

**Policy Wording Extension**

Endorsement 1

LATENT INJURY EXTENSION - CLAIMS MADE

Limit of Indemnity:

AUD 5,000,000 each and every Claim, and AUD 10,000,000 in the aggregate any one Period of Insurance (inclusive of Defence Costs)

Retroactive Date: 31/03/2024

**NOTICE TO THE INSURED**

The terms and conditions of this Endorsement provide that:

1. A Claim (as defined within this Endorsement) must be made against the Insured during the Period of Insurance for this cover to apply; and
2. The Insured must immediately notify the Insurer(s) in writing of such Claim(s). Such notification must be given to the Insurer(s) during the Period of Insurance for the cover to apply.

**DEFINITIONS APPLICABLE TO THIS ENDORSEMENT ONLY**

For the purpose of this Endorsement:

1. "Claim" or "Claims" means:
  - a. Any writ, statement of claim, summons, application or other origination legal or arbitral process, cross claim, counterclaim or third or similar party notice issued against or served upon the Insured 2; or
  - b. The receipt by the Insured of any written or verbal notice of demand for compensation made by a third party against them.
2. "Concussion" means a clinical syndrome characterized by immediate and transient alteration in brain function, including alteration of mental status and level of consciousness, resulting from mechanical force or trauma.
3. "Latent Injury" means an injury that existed but was hidden or concealed and did not develop or manifest at the time of the mechanical force or trauma that directly caused the injury. A Latent Injury does not include a Pre-existing Injury
4. "Pre-existing Injury" means an injury that:
  - a. the injured player or umpire were aware of, or a reasonable person should have been aware of;
  - b. the injured player or umpire should have sought advice or treatment from a medical doctor for (in circumstances where a reasonable person would have sought advice or treatment); or
  - c. the injured player or umpire had a medical consultation for or was prescribed medication or therapy for prior to the Retroactive Date.

**COVER APPLICABLE TO THIS ENDORSEMENT**

The Insurer(s), to the extent and in the manner hereinafter provided, hereby agrees to pay to or on behalf of the Insured up to the Limit of Indemnity as stated in this Endorsement 5 all sums which the Insured, shall become legally liable to pay as compensation as a result of a

Claim or Claims first made against the Insured during the Period of Insurance in respect of liability arising out of Latent Injury, including but not limited to Concussion, to any player or Umpire whilst preparing or training for, rehabilitating from or engaged in any game, match, sporting or practice activity within the Territorial Limits and in connection with the Insured's Business and where such Latent Injury occurs after the Retroactive Date of this Endorsement. For the purposes of this Endorsement, each Latent Injury, including but not limited to Concussion, shall be deemed to have occurred at the date of first medical diagnosis.

#### LIMIT OF INDEMNITY AND DEDUCTIBLE APPLICABLE TO THIS ENDORSEMENT

The Insurer(s) hereby agrees to pay Defence Costs for which indemnity is available under this Endorsement 5 provided that the total aggregate limit of indemnity (including Defence Costs) shall not exceed the amount specified in this Endorsement 5 notwithstanding the number of Claims made. A Deductible of AUD 25,000 each and every Claim (including Defence Costs) shall be the amount first payable by the Insured and shall be borne by and at the Insured's own risk. The Insurer(s)' liability shall only be in excess of this amount.

#### EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT

This Endorsement does not cover liability:

1. arising out of Latent Injury which occurred or allegedly occurred prior to the Retroactive Date.
2. arising out of Concussion which occurred or allegedly occurred prior to the Retroactive Date.
3. 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 prior to the commencement of the Period of Insurance may give rise to a Claim.
4. assumed under contract or agreement unless such liability would have attached in the absence of such contract or agreement.
5. Not arising in relation to the Business.
6. arising in 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; or in respect of any Claims which would be subject to the laws or jurisdiction of the Courts of the United States of America or Canada, or their respective territories and protectorates.

#### CONDITIONS APPLICABLE TO THIS ENDORSEMENT ONLY

1. The Insured shall, as a condition precedent to their right to be indemnified under this Endorsement give to the Insurer(s) as soon as practicable notice in writing during the Period of Insurance:
  - a. of any Claim(s) made against the Insured;
  - b. of the receipt of notice from any person of an intention to make a Claim against the Insured.

The Insured shall give to the Insurer(s), as soon as practicable, notice in writing during the Period of Insurance of any circumstances or facts of which they become aware during the Period of Insurance, which are likely to give rise to a Claim being made against them. If, during the Period of Insurance, the Insured gives written notice to the Insurer(s) of any circumstances or facts which may give rise to a Claim under this Endorsement then any such Claim which might subsequently arise out of such circumstances or facts will be deemed to have been made during the Period of Insurance

#### Management Liability Endorsements:

It is hereby agreed and declared that with effect from inception the policy is amended to include the following:

##### **The Insured**

Eastern Football League including all Incorporated affiliated clubs, associations and members.

##### **Optional Extensions**

2.16 Resinstatement of Aggregate Limit

2.20 Entity Cover for the Eastern Football League including all affiliated clubs, associations and members.

Includes Employment Practices Liability for the above mentioned League, Clubs, associations and members.

In all other respects the policy remains unaltered.

#### 3.1 Dishonesty and Fraud

It is hereby agreed and declared that the above entity cover also includes Fidelity cover \$250,000 and in the aggregate with \$2500 excess. The following requirements apply to Fidelity:

1. Two signatures for all payments.
2. Annual external audit on cash and accounts. External audit to have no qualifications.
3. Annual internal audit by management on inventory and stocks.

Issued subject to the terms of the attached Policy Wording and signed by the authorised Representative of Sportscover Australia Pty Ltd on behalf of the Underwriter/s detailed above.



SIGNATURE

28/03/2025

DATE

Premium

As Agreed

Printed by: A.B.