



Insurance Summary 2021-2022

Community Guard

ISSUE DATE
13 April 2021

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OFFICE DETAILS
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AFSL 302522
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Introduction

IMPORTANT INFORMATION

This document is provided as a guide to summarise the insurance policies available via the Community Guard group scheme.

Your organisation will only receive the insurance coverage under the policy types that are nominated on your insurance declaration and confirmed by your insurance certificates of currency.

To obtain copies of your certificates of currency, policy documents or schedules, contact your Community Guard service team on 02 9376 7992.

CONFIDENTIALITY & PRIVACY

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We only provide your information to the insurance companies with whom you choose to deal (and their representatives). We do not trade, rent or sell your information.

You can check the information we hold about you at any time. For more information about our Privacy Policy, ask us for a copy.

ISSUED BY

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Public & Products Liability Insurance





POLICY LIMITS

| Limit of Liability | |
|--------------------|--|
| Public Liability | \$50,000,000 each and every occurrence |
| Products Liability | \$50,000,000 each and every occurrence and also in the aggregate. (shared limit between the peak body association and all participating members) |

POLICY SUB-LIMITS

| Limit of Liability | |
|---------------------------------------|---|
| Property in Physical or Legal Control | \$100,000 |
| Sexual Abuse | \$5,000,000. Subjectivity: Client Protection Policy in place |

POLICY EXCESS

| Excess | |
|-----------------------|---------|
| Each and every claim. | \$1,000 |

INSURER DETAILS

| Insurer | |
|------------------|---|
| ANSVAR Insurance | Level 20, 44 Market Street, Sydney NSW 2000 |



ORGANISATIONAL ACTIVITIES THAT ARE INCLUDED

Below is a list of activities that are automatically included.

| Educational Activities | |
|---|--|
| Adult and youth education / training | Activities for people with a disability |
| Office administration and clerical | Field / art and craft activities |
| Education promotion and displays | Lifestyle skills and development |
| Producers of education course guides, books & brochures | Employment and training programmes |
| Educational and learning excursions | Work experience and job placement |
| Learning and mentoring programmes | Work for the Dole |
| Tutoring/ workshops | Fire awareness and personal safety workshops |

| Community Assistance | |
|--|--|
| Counselling services | Aged care and disability services- at home |
| Peer support | Aged care and disability services- at centre |
| Mediation and arbitration services | Refuge assistance and respite care |
| Domestic violence programmes | Emergency relief and crisis support |
| Centre and home visits | Promotion, advocacy and lobbying |
| Mother's groups including pregnancy and parenting assistance | Transport assistance programmes |
| Housing programmes which provide minor maintenance | Court support and migrant/refugee assistance |
| Home assistance / assessment | No interest loan schemes (low value) |
| Supported accommodation | Discussion and support groups |
| Overnight and short term accommodation | Mental health and family support services |



Community Work

| | |
|---|---|
| Community and Neighbourhood Centre | Fundraising activities / garage sales |
| Community Development programmes Film / | Movie nights |
| Working groups | Information Centre |
| Community activities and network development | Newsletters/displays and handing out promotional material |
| Participating in conferences, and exhibitions. | Participation in Learners and Educational week |
| Youth activities (including school holiday activities and drop-in youth centre) | Ballroom dance nights |
| Playgroups | Visits to public sites and the like |
| Cultural enrichment and development | Community Street parties and Open days |
| Gardening, working bees, nature care groups | Venue hire to private and public groups |
| Provision of alcohol | Centre Link Agency |
| Retail and community enterprise/services | Organise of indoor sport recreation and business activities |



HIGH RISK ACTIVITIES THAT ARE EXCLUDED

Not all activities are automatically covered by the Public and Products Liability policy. Examples of high-risk sporting activities that are not insured and are excluded are listed below. If you would like to discuss how coverage can be obtained, please contact our office to discuss.

We recommend that you contract out these activities to a third party and obtain a copy of their Public Liability Certificate insurance and where applicable their professional Indemnity Certificate. It is essential that the type of activity being provided by the third party is listed on their Certificate.

| Excluded High Risk Activities | |
|--|---|
| Abseiling and Rock climbing | Martial arts and self-defence that involves contact |
| Aerial sports | Motorised sports |
| Acrobatics/Slacklining | Paintball and skirmish |
| Archery | Rodeos, camp draft and similar |
| Base/ Bungee jumping and similar | Scuba diving and snorkelling |
| Competition team and individual sports | Skateboarding and inline skating and the like. |
| Fireworks and/or pyrotechnics | Skiing and snowboarding |
| Firearm use and explosives of any kind | Sky diving, parasailing and the like |
| Horse riding and equine activities | Pole dancing |
| White water rafting/ Kayaking / Canoeing and the similar | Wind surfing and water activities* |
| 18th & 21st Birthday | Parties Motor races, motor rallies, motor speed tests, aircraft |
| Unsupported rock climbing (not bouldering) | Mechanical amusement rides |

If you would like request cover for any high risk activities, please contact your Community Guard service team to discuss.

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OTHER ACTIVITIES THAT ARE EXCLUDED

| Excluded Activities | |
|--|--|
| Any activities or programmes involving animals (dog training/obedience/grooming is covered if it is contracted to a third party and certificate of currency is provided) | Any activities or programmes involving the use of machinery, welding, power tools, chainsaw and similar. |
| Any activities or programmes involving the use of registered motor vehicles (including driver training). | Child care, crèche and long term child minding |
| Operation of a Restaurant | 18th & 21st Birthday parties |

If you would like request cover for any high risk activities, please contact your Community Guard service team to discuss.

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Special Notices

| Activity | Notice |
|--|---|
| Providing registered & accredited non-government schools such as ALESCO school learning, primary & secondary school learning and curriculum based long day learning. | If you would like request cover for any registered & accredited non-government schools such as ALESCO school learning, primary & secondary school learning and curriculum based long day learning, please contact your Community Guard service team to discuss. |
| Providing play group / adjunct care services | <p>The policy will extend to include the above activities subject to the following: -</p> <ul style="list-style-type: none">› Play group / adjunct care services are covered however only in conjunction with services provided to a participant by the organisation that are insured by this policy.› Play group / adjunct care services can be for children and elderly relatives / family of the participant.› Play group / adjunct care service is provided near to the class / activity where the participant is, and service is provided.› The policy excludes any activity relating to the organisation managing a crèche, long term child minding or childcare facility.› If you would like request cover for any crèche, long term child minding or childcare facility, please contact your Community Guard service team to discuss. |
| Providing accommodation services | <p>The policy excludes any activity relating to the organisation providing accommodation services.</p> <p>If you would like request cover for any accommodation services, please contact your Community Guard service team to discuss.</p> |
| Arranging events | <p>The policy excludes any events that are a, festival, market, fete or community party, held at premises other than your own where more than 500 attendees are expected unless specifically agreed by Insurers. If the event is outside these conditions and the below activities require a special event form to be completed: unless specifically agreed by endorsement.</p> <ul style="list-style-type: none">› organising and/or participating in any performance of music,› concerts,› festivals,› markets,› carnivals,› fetes,› street parties and dance parties. |



Activity

Notice

| | |
|-------------------------------|---|
| | <p>If you organise or participate in one of the above activities without the liability policy being extended, the organisation, its employee and volunteers have no public liability cover for bodily injury or property damage.</p> <ul style="list-style-type: none">➤ This exclusion does not apply to liability in respect of:➤ Organising and/or participating in displays, exhibitions,➤ conferences, theatres, plays or the like.➤ Promotions of the member within shopping centres do not require a special events form.➤ Performance of music or concerts on the members own premises where the maximum audience capacity is less than 350 seated people. <p>If you wish to request cover for an event outside the scope of the automatic cover, please contact your Community Guard service team to discuss.</p> <p>A SPECIAL EVENT form will be required</p> |
| Auspice, hosting or sponsor | <p>The insurer has agreed to extend the public liability policy to include small Un-incorporated bodies that you “host”, “sponsor” or “auspice” that have similar not for profit activities to your own organisation. The member will need to have some control over the operation and activity of the unincorporated body that you host, sponsor or auspice.</p> <p>The insurer has defined “small” as having gross revenue or income less than \$100,000 per financial year.</p> <p>Within the declaration this year you may have indicated a list of such organisations however, we recommend when you add a new un-incorporated member, document this within the Board minutes.</p> |
| Using machinery & power tools | <p>The public liability policy does not extend to automatically cover the above activities.</p> <p>If you provide services that include the use of machinery and power tools, please contact your Community Guard service team to discuss.</p> |
| Utilise volunteers | <p>The liability policy also provides protection for volunteers from personal civil liability. The conduct of the volunteer must be in good faith and without reckless disregard for the safety of others. The indemnity does not extend to situations where the volunteer is engaged in a criminal act, intoxicated, or acting outside the activities of the organisation or contrary to instructions.</p> <p>Whilst individual volunteers may be afforded protection from personal civil liability, community organisations may still be liable for any damages arising from a negligent act, which leads to bodily injury or property damage to a third party.</p> |



Activity

Notice

Utilise tutors, contractors and similar□

Where the tutor and/or contractor participate as part of the members workers compensation programme, the public liability policy will respond automatically whilst on the business of the member. Subject to the policy terms and conditions.

Tutors, contractors and the like who do not form part of your workers compensation programme are not covered by your public liability policy and would need to provide evidence of their own public liability insurance with a minimum indemnity limit of \$10,000,000 and a separate workers compensation policy. By not obtaining this confirmation, the member can potentially put their students and the general public at risk.

If the tutor, contractor and the like do not possess a worker's compensation policy, they should have a Personal accident policy or income protection insurance.

Material Damage & Business Interruption Insurance





POLICY LIMITS

| Limit of Liability | |
|--|--|
| <u>Material Loss or Damage</u> Physical loss or destruction or damage to the property insured caused by a peril not excluded | As described in your policy Schedule (Combined Material Damage and Business Interruption) |
| <u>Business Interruption</u> Loss resulting from interruption to the business consequent upon physical loss or destruction of or damage to property used by the Insured by a peril not excluded | |

POLICY SUB-LIMITS – SECTION 1

| Material Loss or Damage | |
|--|--------------------------------|
| Accidental Damage (as defined) | \$1,000,000 |
| Accidental Breakage of Fixed / Plate Glass | Replacement Value |
| Burglary and Theft of Property | \$100,000 |
| Theft of Property in the Open Air | \$25,000 |
| Cost of Cleaning Up | \$10,000 |
| Damage to Property in Open Air as a result of wind, rainwater and hail | \$25,000 |
| Demolition and Removal of Debris | As declared to Community Guard |
| Directors, Employees and Volunteers and Personal Property (limit per person / aggregate limit) | \$5,000 / \$10,000 |
| Expediting Expenses | \$50,000 |
| Extra Cost of Reinstatement | \$100,000 |
| Landscaping | \$30,000 |
| Liability to make enquiries | \$25,000 |
| Liability for Duty | \$50,000 |
| Electronic Breakdown | \$20,000 |
| Money – in Transit | \$20,000 |



Material Loss or Damage

| | |
|--|--|
| Money | |
| <ul style="list-style-type: none"> > On premises during business hours > On premises outside normal business hours > On premises in locked safe or strongroom > At Private Residence | <ul style="list-style-type: none"> \$20,000 \$5,000 \$20,000 \$5,000 |
| Property and Equipment Australia Wide including Transit | \$20,000 |
| Rewriting of Records / Valuable Papers | \$20,000 |
| Statutory Enquires | \$25,000 |
| Unpacking Expenses | \$10,000 |
| Flood (Capped Limit Subject to Terms & Conditions) | \$1,000,000 |

POLICY SUB-LIMITS – SECTION 2

Business Interruption

| | |
|---|--------------------------------|
| Loss of Gross Revenue | As declared to Community Guard |
| Loss of Gross Rentals | As declared to Community Guard |
| Insured Payroll | As declared to Community Guard |
| Professional Fees and Claims Preparation Costs | \$50,000 |
| Increased Cost of Working | As declared to Community Guard |
| Additional Increased Cost of Working | As declared to Community Guard |
| Electronic Breakdown Increased Cost of Working | Not Insured |
| Accounts Receivable | \$100,000 |
| Premises in the Vicinity (Prevention of Access) | \$350,000 |
| Public Utilities | \$500,000 |
| Human Infectious or Contagious Disease; Vermin, Pests or Defective Sanitary Arrangements; Food or Drink Poisoning; Murder and Suicide | \$500,000 |



POLICY EXCESS – SECTION 1

| Material Loss or Damage | |
|--|---|
| Earthquake, subterranean fire or volcanic eruption | \$20,000 or an amount equal to 1% of the total assets value at the situation where the damage occurs, whichever is the lesser |
| Employee / Volunteer / Directors Personal Property | \$5000 |
| Accommodation Services | \$1,000 |
| Unoccupied Premises | \$2,500 |
| Portable Equipment | \$500 |
| All Other Losses | \$1,000 |

POLICY EXCESS – SECTION 2

| Business Interruption | |
|---|----------|
| Premises in the Vicinity (Prevention of Access) | 72 Hours |
| Public Utilities | 72 Hours |
| Human Infectious or Contagious Disease; Vermin, Pests or Defective Sanitary Arrangements; Food or Drink Poisoning; Murder and Suicide | 72 Hours |

INSURER DETAILS

| Insurer | |
|------------------|---|
| ANSVAR Insurance | Level 20, 44 Market Street, Sydney NSW 2000 |



Important Notices

| Item | Notice | | | | | | | | |
|---|--|------------------|---|--------------------|------------------------|-----------------------------|------------------------|-------------------|----------------------------|
| Mechanical Breakdown | <p>Mechanical Breakdown and resultant Business Interruption is not covered by the Community Guard policy.</p> <p>If you would like request cover for Mechanical Breakdown and resultant Business Interruption, please contact your Community Guard service team to discuss.</p> | | | | | | | | |
| Removal of Debris | <p>Removal of Debris is included to a maximum sub-limit of \$500,000.</p> <p>In the event that you require a higher sub-limit, please include this in your Community Guard declaration</p> | | | | | | | | |
| Additional Premises | <p>All locations where you have assets must be declared to Community Guard</p> <p>If you wish to add a new location throughout the policy period, please contact your Community Guard service team to discuss.</p> <p>An ADDITIONAL PREMISES form will be required</p> | | | | | | | | |
| Basis of Loss Settlement – Reinstatement and/or Replacement | <p>The cover on your assets has been arranged on a Reinstatement and/or Replacement basis. It is important when declaring the values, the correct sum should cover the current replacement value of the asset without applying any depreciation.</p> <p>Should your assets be under insured, the insurers have the option to apply “average” to any claim. This simply means the claim settlement may be reduced in proportion to the amount of under insurance.</p> <p>Please note that the current programme has the following minimum values:</p> <table><tbody><tr><td>General Contents</td><td>\$20,000 per location where declared for property insurance</td></tr><tr><td>Portable equipment</td><td>\$5,000 where declared</td></tr><tr><td>Static Electronic equipment</td><td>\$5,000 where declared</td></tr><tr><td>Removal of debris</td><td>\$500,000 per organisation</td></tr></tbody></table> | General Contents | \$20,000 per location where declared for property insurance | Portable equipment | \$5,000 where declared | Static Electronic equipment | \$5,000 where declared | Removal of debris | \$500,000 per organisation |
| General Contents | \$20,000 per location where declared for property insurance | | | | | | | | |
| Portable equipment | \$5,000 where declared | | | | | | | | |
| Static Electronic equipment | \$5,000 where declared | | | | | | | | |
| Removal of debris | \$500,000 per organisation | | | | | | | | |
| Buildings Insurance | <p>If you are responsible for the insurance on buildings, it is recommended that you have a professional property valuation company appraise the building every 2-3 years. This takes the guess work out of determining the correct insurance values.</p> <p>Coverforce have access to a number of property valuation companies. If you wish for us to provide details of companies that</p> | | | | | | | | |



| Item | Notice |
|--|---|
| | may be able to assist in this process, please contact your Community Guard service team to discuss. |
| Glass Coverage | Where the lease of the premises requires you to insure glass, you must include this location on the policy schedule. Where you are the building owner, in order to obtain coverage for glass replacement it is a requirement that you insure the building. |
| Portable musical equipment | Subject to portable equipment being declared for the potential loss, we have arranged for the policy to be extended to cover musical equipment up to \$3,000 per item with an aggregate limit of \$10,000 per claim. This coverage is subject to a written hire agreement between you and the hirer to be in place. The intention of the extension is to protect the organisation if the hirer's home contents policy fails to respond as the ISR policy is not designed not to be used in the first instance. The excess is \$750 per claim. |
| Motor Vehicles, Registered and Unregistered Trailers | Please note that this is not insured under this policy. If you would like request cover for Motor Vehicles, Registered and Unregistered Trailers please contact your Community Guard service team to discuss. |
| Flood Cover | Is limited to \$1,000,000 except for locations with a worse than 1:50 return period these to be sub limited to \$250,000. Flood Definition: This is typically described as the inundation of normally dry land by water escaping or released from the normal confines of any natural watercourse or lake (whether or not altered or modified), reservoir, canal or dam. If you would like request additional Flood cover, please contact your Community Guard service team to discuss. |

Association Liability Insurance





POLICY LIMITS

| Limit of Liability | |
|--------------------------------------|---|
| Association Liability | \$2,000,000, \$5,000,000 or \$10,000,000 |
| Maximum Aggregate Limit of Liability | \$50,000,000 in the aggregate shared by the Peak Body Association and all Participating Members |

POLICY EXTENSIONS

| Extensions | |
|--|---|
| Court Attendance Costs (sub-limit) | \$10,000 any one Claim and \$50,000 in the aggregate |
| Crime Loss (sub-limit) | \$100,000 any one Policy Claim for Crime Loss |
| Crime Aggregate (sub-limit) | \$2,000,000 in the aggregate |
| Tax Audit Cover | Included |
| Tax Audit (sub-limit) | \$20,000 any one Policy Claim |
| Tax Audit Aggregate (sub-limit) | \$1,000,000 in the aggregate for all Policy Claims |
| Lost Documents (sub-limit) | \$1,000,000 |
| Molestation Defence Costs and Representation Expense (sub-limit) | Not Applicable |
| WHS Expenses (sub-limit) | \$5,000,000 in the aggregate |
| Pecuniary Penalties (sub-limit) | \$1,000,000 in the aggregate |
| Pollution Expenses (sub-limit) | \$5,000,000 in the aggregate |
| Representation Expenses (sub-limit) | \$5,000,000 in the aggregate |
| Fraud Investigator Expenses Loss (sub-limit) | \$100,000 in the aggregate for any one Policy Claim for Fidelity Loss |
| Fraud Investigator Expenses Aggregate (sub-limit) | \$500,000 in the aggregate |



POLICY EXCESS

| Excess for each Claim | |
|---|----------------------------------|
| The cover provided to the Insured Persons is subject to an Excess of | Nil |
| The cover provided to the Association is subject to an Excess of | Nil (includes Defence Costs) |
| Except for Loss resulting from Claims in respect of or arising out of an Employment Wrongful Act where the Excess is increased to | \$7,500 (includes Defence Costs) |
| Excess for Policy Claims for Crime Loss | \$7,500 |

INSURER DETAILS

| Insurer | |
|---------------------------------------|------------------------------------|
| AAI Limited trading as Vero Insurance | 10 Shelley Street, Sydney NSW 2000 |



Important Notices

| Item | Notice |
|----------------------|---|
| Master Policy Notice | <p>In this policy, the limit of indemnity, maximum aggregate limit of indemnity and sub-limits are shared between the peak body association and the participating members.</p> <p>This means that if the limit of indemnity, the maximum aggregate limit of indemnity or sub-limits are exhausted by the peak body association and/or some of the participating members, there will be no cover remaining under the applicable insuring clauses or extensions.</p> <p>Under the terms of the policy, Vero Insurance can agree to extend the policy to include additional participating members during the master policy period.</p> <p>Any extension of the policy to include members during the master policy period does not increase the limit of indemnity, maximum aggregate limit of indemnity or sub-limits, and therefore the cover for existing insured participating members and the peak body association may be reduced.</p> <p>Vero Insurance does not need to obtain the consent of the insured prior to agreeing to extend the policy to include new participating members as insured during the master policy period.</p> |



Definition of Professional Services

The provision of education, learning, community, development, assistance programmes and as detailed below

Education

Adult, Youth and Community education on site and at private residences, learning and mentoring programs, tutoring, disability learning, field/ art and craft activities, lifestyle skills and development, employment and training programmes, work experience and job placement including work for the dole and other Commonwealth and State programmes, excursions, information programmes including fire awareness/personal safety workshops, general office administration and clerical, promotion of education and displays, producers of education course books and brochures, organisers of events in conjunction with the business and all incidental activities.

Community

Community and Neighbourhood Centre, Community development programmes, working groups, community activities and network development, cultural enrichment development, Retail and Community enterprises/services, Youth activities (including school holiday activities and drop in youth centre), organisers of Indoor sport, recreation and fitness activities, gardening, working bees, nature care groups, fundraising activities, garage sales, film/ movie

/ dance nights, newsletters/displaying and handing out promotional material at local retail outlets and shopping centres, information centres, conferences and exhibitions, stalls, participate at fetes, and other similar events (learners and educational weeks) small concerts, plays and theatre, hire of hall/venues and hosting public meetings, excursions to public sites - library, museums and the like and sightseeing, community street parties and open days, centre link agencies, food and bar services and room hire to small groups, playgroups, adjunct care, kindergarten but excluding childcare, crèche and long term child minding.

Assistance

Counselling services, peer support, mediation and arbitration services domestic violence programmes, centre and home visits, mothers groups including pregnancy and parenting assistance, housing programmes and services including maintenance and home help, supported accommodation, overnight and short term accommodation, aged Care and disability services - at centre and at home, refuge assistance respite care, emergency relief and crisis support, promotion, advocacy and lobbying services, transport assistance programmes, court support and migrant/ refugee assistance, no interest loan schemes (low values), discussion and support groups including relationships, grief and depression, mental health and family support services and any other activity incidental thereto.

If you are providing professional services outside the scope of cover detailed above, please contact your Community Guard service team to discuss.



**Related Parties Exclusion
(Insured VS. Insured)**

The standard Related Parties Exclusion in the policy has been deleted in its entirety and replaced with the following: -

Related Parties

Under Insuring Clauses 1, 2, 3 and 4, the Insurer will not be liable for Loss resulting from Claims by any Insured or any company or trust of which an Insured has or has had Control provided that this Exclusion shall not apply to Claims brought against the Peak Body Association or its Insured Persons by an Insured who is a Participating Member or an Insured Person of a Participating Member.

Dual Control Exclusion

Fidelity / Crime Loss cover under the Association Liability policy is subject to a number of pre-conditions. Please see to the below policy endorsement: -

Dual Control Exclusion Endorsement

The following is added as an Exclusion to the Policy applicable to Insuring Clause 6

The Insurer will not be liable for Crime Loss arising directly or indirectly from or in respect of:

- a) cheques, funds, transfer instructions or Securities not being signed or duly authorised by at least two natural persons who were prior to the Policy Period, or are during the Policy Period, executive officers, senior managers or Directors with authority to sign or authorise such cheques, funds, transfer instructions or Securities on behalf of the Association; or
- b) the Association's bank accounts being reconciled by any person who is not authorised to operate those bank accounts; or
- c) a refund of money or return of goods not being authorised by at least two natural persons who were prior to the Policy Period, or are during the Policy Period, executive officers, senior managers or Directors with authority to sign or authorise such refund of money or return of goods on behalf of the Association.

**Molestation / Harassment
Exclusion**

The standard Molestation defence costs and representation expenses in the policy has been deleted in its entirety and replaced with the following: -

Molestation/Harassment Exclusion Endorsement

Exclusion 3.7 is deleted in its entirety and the following is added as an Exclusion to the Policy applicable to all Insuring Clauses and Extensions.

The Insurer will not be liable for any Claim or Loss: arising directly or indirectly from or in respect of:

- (a) actual or alleged abuse;



| | |
|--------------------|---|
| | <p>(b) any redress scheme or other arrangement established for victims of abuse; or</p> <p>(c) any failure to detect, act upon or prevent abuse.</p> <p>The Insurer will not defend any action, suit or proceedings, nor advance Defence Costs or Representation Expenses in relation to any matter excluded above.</p> <p>For the purposes of clarification under this Exclusion, abuse includes, but is not limited to:</p> <ul style="list-style-type: none">- any verbal, non-verbal, mental or physical abuse of any person;- sexual abuse, sexual assault, acts of indecency, sexual harassment or molestation;- inappropriate or harsh forms of punishment, neglect, deprivation, failure to educate or nurture, bullying, physical interference with any person or assault of any kind;- any verbal or non-verbal communication, behaviour or conduct with, or having, a sexual connotation;- any verbal or non-verbal communication, behaviour or conduct intended to harass, abuse or humiliate, including but not limited to hazing. <p>Provided always that this Exclusion will not apply in respect of any Claim by or on behalf of any Insured Person or employee of the Company alleging an Employment Wrongful Act.</p> |
| Sexual Abuse Cover | <p>Sexual Abuse cover can be provided as an extension to the Public Liability policy with ANSVAR. If you require cover for Sexual Abuse, we will need a specific questionnaire to be completed. ANSVAR will require the organisation to implement certain procedures, and also comply with strict guidelines, which can be communicated upon application for this policy extension.</p> <p>If you require sexual abuse cover, please contact your Community Guard service team to discuss.</p> |
| Claims Made Policy | <p>Association Liability is a 'claims made and notified' policy of insurance.</p> <p>This means that the Insuring Clause responds to:</p> <p>claims first made against you during the policy period and notified to the insurer during the policy period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/her; and</p> <p>written notification of facts pursuant to Section 40(3) of the Insurance Contracts Act 1984. The facts that you may decide to notify, are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after</p> |



you become aware of the facts and prior to the policy's period of cover has expired. If you give written notification of such facts the policy will respond even though a claim arising from those facts is made against you after the policy has expired. For your information, Section 40(3) of the Insurance Contracts Act 1984 is set out below:

“S40(3) Where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim when made by reason only that it was made after the expiration of the period of insurance cover provided by the contract.”

When the policy period expires, no new notification of facts can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period.

You will not be entitled to indemnity under your new policy in respect of any claim resulting from an act, error or omission occurring or committed by you prior to the retroactive date, where one is specified in the policy terms offered to you.

Group Personal Accident Insurance





INSURED PERSONS

| Insured Persons | |
|-----------------|--|
| Category 1 | All Voluntary Workers of the Insured, and Students attending Work Experience |
| Category 2 | All Employees and Staff of the Insured |

SCOPE OF COVER

| Scope of Cover | |
|----------------|--|
| Category 1 | The Compensation provided will only be payable if an Event listed in this document happens to you whilst: (a) You are actually engaged in official unpaid voluntary activities authorised and under the control of the Insured; or (b) You are engaged in work experience authorised by the Insured (c) You are engaged in necessary direct travel between your normal place of residence or employment and the place of your voluntary activities or Work Experience activities. |
| Category 2 | Whilst You are actually engaged in direct travel to or from Your normal place of residence and to or from Your place of employment |

OTHER POLICY TERMS

| Other | |
|-------------------------------|--|
| Age Limitation | 14 years of age to 90 years of age |
| Territorial Limit | Worldwide |
| Aggregate Limits of Liability | \$2,000,000 any one accident or occurrence \$250,000 for non-schedules air travel |

INSURER DETAILS

| Insurer | |
|---------------|-------------------------------------|
| AIG Australia | Level 19, 2 Park Street, Sydney NSW |



POLICY LIMITS

| The compensation applicable under each section of this policy for each insured person | The compensation |
|---|---|
| Death & Capital Benefits, Events -19 | |
| Insured Persons aged up to 65 | \$100,000 |
| Insured Persons aged under 18 | \$10,000 |
| Insured Persons aged 66 to 75 | \$100,000 |
| Insured Persons aged 76 to 80 | \$10,000 |
| Insured Persons aged 81 to 90 | \$10,000 |
| Weekly Injury Benefit, Event 20 | 80% to a maximum of |
| Insured Persons aged up to 65 | \$1,000 |
| Insured Persons aged 66 to 75 | \$1,000 |
| Insured Persons aged 76 to 80 | Nil |
| Insured Persons aged 81 to 90 | Nil |
| Aggregate Period | 104 Weeks |
| Elimination Period | 7 Days |
| Domestic Help (Non-Income Earners), Event 21 | 80% to a maximum of |
| Note – Category 1 Insured Persons only | |
| Insured Persons aged up to 65 | \$500 |
| Insured Persons aged 66 to 75 | \$500 |
| Insured Persons aged 76 to 80 | Nil |
| Insured Persons aged 81 to 90 | Nil |
| Aggregate Period | 52 Weeks |
| Elimination Period | 7 Days |
| Home Tutorial (Full-Time Students), Event 22 | 80% to a maximum of |
| Note – Category 1 Insured Persons only | |
| Insured Persons aged up to 65 | \$500 |
| Insured Persons aged 66 to 75 | \$500 |
| Insured Persons aged 76 to 80 | Nil |
| Insured Persons aged 81 to 90 | Nil |
| Non-Medicare Medical Expenses, Event 23 | 80% of the cost subject to a maximum of \$2,000 |
| Excess | \$50 |
| Broken Bones | \$5,000 maximum (sub-limits apply) |
| Note – Category 1 Insured Persons only | |