

## **Certificate of Currency**

CLASS OF BUSINESS: Association Liability

**POLICY NUMBER:** P\_AL/0/154887/17/I-9

INSURED NAME: Landcare Victoria Inc.

**BUSINESS DESCRIPTION:** Environmental Association

**PERIOD:** From: 30/06/2017 To: 30/06/2018

**LIMIT OF INDEMNITY:** \$10,000,000 Any one claim and in the aggregate

**DEDUCTIBLES:** Including Defence costs by the insured for each claim:

Insuring Clause 2.1 (Directors and Officers) \$ 2,500 Insuring Clause 2.2 (a) (Professional Indemnity) \$ 2,500 Insuring Clause 2.2 (b) (Association Reimbursement) \$ 2,500 Insuring Clause 2.2 (c) (Association Liability) \$ 5,000 Insuring Clause 2.2 (d) (Employment Practices) 2,500 Insuring Clause 2.2 (e) (Trustee) \$ 5,000 Insuring Clause 2.2 (f) (Crime) 1,000 Insuring Clause 2.2 (g) (Taxation Investigation)

RETRO DATE: Policy Inception

INSURER: DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's

SIGNATURE:

Damien Coates - Chief Executive Officer, DUAL Asia Pacific



LLOYD'S

# Association Liability Insurance Policy



WE hereby agree, to the extent and in the manner hereinafter provided, to indemnify or otherwise pay you in respect of the contingencies or events specified in the Sections of the policy However this policy only applies to those Sections as indicated in the Schedule attached to this policy.

The policy, Schedule, Exclusions and General Conditions shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the policy, Schedule, Exclusions and General Conditions shall bear the same meaning wherever it may appear.

Please read **this policy** and, if it is incorrect, return it immediately for alteration.

Signed by DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's



### **Association Liability Schedule**

All words in CAPITAL LETTERS within the policy or this schedule shall have the meaning given to them in Section 5 of the policy entitled "Definitions"

ITEM 1 **POLICY NUMBER:** P AL/0/154887/17/I-9 ITEM 2 Name of INSURED: Landcare Victoria Inc. C/O: SFAS Steadfast QIS

**PROFESSIONAL BUSINESS:** 

**Environmental Association** 

ITEM 3 PERIOD OF

ITEM 4

**INSURANCE:** 

30/06/2017

**LIMIT OF** \$10,000,000

From:

INDEMNITY: For the sake of clarity, all Limits of Indemnity, represent one Limit of Indemnity under the policy.

To:

For the purposes of this policy only the below Insuring Clauses are active:

30/06/2018

Included All such claims under Section 2.2(a) Professional Indemnity Included All such claims under Section 2.2(b) Association Reimbursement Included All such claims under Section 2.2(c) Association Liability Included All such claims under Section 2.2(d) **Employment Practices** 

both days at 4.00pm Australian Local Time

Included All such claims under Section 2.2(e) Trustee Included All such claims under Section 2.2(f) Crime

Included All such claims under Section 2.2(g) **Taxation Investigation** 

SUBLIMITS: If the Deductibles section states "Not Included", there is no cover under that Insuring Clause

and/or Additional Benefit.

LIMIT OF INDEMNITY 2.2(c) **Association Cover** 2.2(f) Crime \$ 500,000 **Taxation Investigation** \$ 100,000 2.2(g)4.3(a) Official Investigations and Inquiries \$ 500,000 4.3(b)Official Investigations and Inquiries \$ 250,000 \$ 4.10 **OH&S Defence Costs** 1,000,000 Statutory Liability \$ 4.11 500,000 \$ 4 12 **Public Relations** 100,000 4.16 Crisis Containment \$ 100,000 7.5 Pollution \$ 250,000

**DEDUCTIBLE:** Including Defence costs by the insured for each claim: ITEM 5

> Insuring Clause 2.1 (Directors and Officers) Nil \$ 2,500 Insuring Clause 2.2 (a) (Professional Indemnity) \$ 2,500 Insuring Clause 2.2 (b) (Association Reimbursement) \$ 2,500 Insuring Clause 2.2 (c) (Association Liability) \$ 5,000 Insuring Clause 2.2 (d) (Employment Practices)

\$ 2,500 Insuring Clause 2.2 (e) (Trustee) \$ 5,000 Insuring Clause 2.2 (f) (Crime)

1.000 Insuring Clause 2.2 (g) (Taxation Investigation)

**RETROACTIVE** ITEM 6

DATE:

Policy Inception

Excluding any known claims or circumstances

ITEM 7 Date of

PROPOSAL:

7/06/2017

**ADDITIONAL** ITEM 8

BENEFITS

3.1 Reinstatement of INDEMNITY LIMIT

3.2 Continuous Cover

3.3 Fraud and Dishonesty

3.4 Loss of Documents

3.5 Defamation

4.1 Heirs, Estates and Legal Representatives

4.2 Committees

4.3 Official Investigations and Inquiries

4.4 Automatic Reinstatement of the Limit of Liability For Non-Executive Directors

4.5 Discovery Period

4.6 Retirement Cover

4.7 Outside Directorship Cover

4.8 New Subsidiary Cover



## Association Liability Schedule

All words in CAPITAL LETTERS within the policy or this schedule shall have the meaning given to them in Section 5 of the policy entitled "Definitions".

4.9 Former Subsidiary Cover

4.10 Occupational Health and Safety

4.11 Statutory Liability Extension

4.12 Public Relations Cover

4.13 Order Of Payment

4.14 Positive Defence Costs For Claims

4.15 Continuous Cover

4.16 Crisis Containment

4.17 Emergency Defence Costs

ITEM 9 Optional

Extensions:

No optional extension to apply

ITEM 10 POLICY Wording:

DUAL Australia Steadfast Association Liability Wording 0509.pdf

ITEM 11 Endorsements attached at inception:

#### **118AL Sanctions Limitation Exclusion**

It is agreed that this policy is amended to include the following Exclusion.

WE will not cover the insured for or in connection with any claim arising out of or in any way connected with any matters where the provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Except as otherwise provided in this endorsement, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.

### 120AL Whistleblower Hotline Access Endorsement

It is agreed that this POLICY is amended to include the following Additional Benefit:

Whistleblower Hotline Access

The ASSOCIATION and their internal and external stakeholders are hereby entitled to access the DUAL WHISTLEBLOWER HOTLINE throughout the INSURANCE PERIOD.

DUAL WHISTLEBLOWER HOTLINE means the use of a dedicated toll-free number to report suspected incidents and misconduct. The dedicated toll-free number will be provided when the POLICY is purchased, together with a detailed fact sheet regarding how the insured can use the DUAL WHISTLEBLOWER HOTLINE.

Please note that for the purposes of this Endorsement only, terms appearing in capital letters have a defined meaning in the POLICY.

Except as otherwise provided in this Endorsement, the Insuring Clause and all other POLICY terms and conditions have full force and effect.

ITEM 12 Underwriters: DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's

Unique Market Reference

Association Liability: B0775UPD05817A

Signed:

Signed by DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's