

AUSTRALIAN INSURANCE SOLUTIONS PTY LTD

ABN 64 088 550 074

ACN: 088 550 074

AFS Licence # 246939

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CERTIFICATE OF INSURANCE

From: JASMINE MAPPIN

We hereby confirm that we have arranged the insurance cover mentioned below:

Queensland Christian Soccer Assoc Inc

PO Box 153
COOPERS PLAINS 4108

Date: 6/11/2018

Our Reference: QCSA

RENEWAL

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Class of Policy: Group Sports Liability Insurance
Insurer: Liberty International Underwriters
Level 17, 10 Eagle Street, Brisbane QLD
ABN: 086 083 605
The Insured: Queensland Christian Soccer Association Inc
& Others As Per Schedule

Policy No: BN-CAS-17-401148
Invoice No: 071661
Period of Cover:
From 31/10/2018
to 31/10/2019 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- is to be received and accepted by the Insurer
 has been received and accepted by the Insurer

The total premium as at the above date is:

- to be paid by the Insured
 part paid by the Insured
 paid in full by the Insured
 paid by monthly direct debit

Premium Funding

- This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

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The Insured:	Queensland Christian Soccer Association Inc & Others As Per Schedule	Invoice No:	071661
		Our Ref:	QCSA

GROUP SPORTS LIABILITY

THE INSURED:	Queensland Christian Soccer Association Incorporated & all affiliated & registered associations, officials, referees, clubs, members, volunteers & employees, Neale Smith (Director of Coaching), Queensland Churches Soccer Referees Association Incorporated, Northside Christian Football Club Incorporated and City North Baptist Football Club
PERIOD OF INSURANCE:	From 31 October 2018 To 31 October 2019 Both dates 4pm local standard time
THE SPORT:	Outdoor Soccer

PART A - PUBLIC & PRODUCTS LIABILITY

Legal Liability to third parties for injury and/or damage to property caused by an occurrence in connection with the insureds occupation/business.

Limit of Indemnity:	\$ 20,000,000 any one occurrence in respect of Public Liability and in the aggregate during the period of insurance in respect of Products Liability
Scope of cover:	Worldwide (excluding USA & Canada)
Excess:	\$ 1,000 each & every occurrence (costs inclusive)
Sub Limit of Indemnity	\$ 2,000,000 any one Claim and in the aggregate for all Claims made during the Period of Insurance in respect of Financial Loss
	All payments made for Financial Loss will contribute towards the exhaustion of the aggregate Limit of Indemnity in respect of Products Liability
Excess:	\$1,000 each and every Claim (cost inclusive)
Retroactive Date:	30th April 2006

The above is a summary of cover only. Please refer to the policy wording for full details of cover and conditions.

UNDERWRITTEN BY: Liberty Mutual Insurance Company Trading as Liberty International Underwriters

WORDING: Liberty International Underwriters base from LIU-CAS-AUS-CGL-2000001 plus endorsements below and attached to Policy Wording

ENDORSEMENTS: AIDS/HIV Exclusion
CCC Limitation
Sports Errors & Omissions (claims made)
Licensed Premises Exclusion
Sexual Molestation Exclusion

Endorsment 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

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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 liability under this Clause 7.2.4 does not exceed AUD5,000 each and every Occurrence and in the aggregate for any one Period of Insurance

Endorsement 3.**Sports E & O Endorsement (Claims Made)**

Exclusion 7.15 is deleted and replaced by the following:

7.15 7.15.1 The rendering of or failure to render professional advice or service by the Insured or any person covered by Clause 3 of this Policy or any error or omission connected therewith; or

7.15.2 Advice, design, formula or specification given 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 emergency medical services on the Insured's premises by medical persons employed by the Insured.

1. Notice to the Insured

This endorsement provides cover on a **Claims made and notified basis**.

1.1 A Claim must be made against the Insured during the Period of Insurance; and

1.2 The Insured must notify LIU in writing of such Claim during the Period of Insurance

2. Insuring Clause

Notwithstanding the above exclusion and subject to the terms and conditions of the Policy and this endorsement, 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 as a result of a Claim both first made against the Insured and notified to LIU during the Period of Insurance for Injury, Damage or Financial Loss arising out of any negligence, whether by act, error or omission (which expression shall include any non-deliberate breach of Section 52, Section 53 Section 55, Section 55A or Section 71 of the Trade Practices Act 1974 or Section 18, Section 29, Section 33, Section 34, Section 54 or Section 55 of the Australian Consumer Law or mirroring provisions of any State Fair Trading Act or similar statute) happening after the Retroactive Date and caused by an Occurrence committed or alleged to have been committed by the Insured in connection with the Insured's coaching, training and umpiring activities.

3. Definitions

3.1 "Claim" means:

3.1.1 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

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

3.2 "Financial Loss" means any loss which is economic in nature and not consequent upon Injury or Damage.

3.3 "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.

4. Retroactive Date

The Retroactive Date is 30 April 2006.

5. Limit of Indemnity

LIU's liability to pay compensation under this endorsement shall not exceed AUD2,000,000 any one Claim and in the aggregate during the Period of Insurance.

Further, all payments made under this endorsement will also contribute towards the exhaustion of the aggregate Limit of Indemnity in respect of Products liability.

All claims of a series consequent on or attributable to one source or original cause shall be deemed one Claim.

A Deductible of AUD1,000 applies to 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.

6. Defence Costs

LIU agrees to pay all legal costs and expenses incurred with LIU's prior written consent in connection with any Claim for which indemnity is available under this endorsement, provided that such legal costs and expenses are included within the

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	Our Ref: QCSA

Limit of Indemnity applicable to this endorsement.

Provided that LIU shall not be liable for legal costs and/or expenses where indemnity is not provided by this endorsement. In the event the Insured is a party to a demand, legal proceedings, inquiry or hearing which is covered only in part by this endorsement, 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 endorsement which relate solely to what is covered under this endorsement.

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 endorsement as it considers appropriate.

7. Exclusions

For the purposes of this endorsement only:

7.1 Exclusion 7.13.2 of the Policy wording is deleted.

7.2 Section 4. Cross Liabilities of the Policy wording is deleted.

7.3 The following additional exclusions apply:

7.3.1 Any act, error or omission which occurred or allegedly occurred prior to the Retroactive Date above.

7.3.2 An occurrence which would otherwise be excluded under the public/products component of this Policy (and any endorsements attached thereto) to which this endorsement is attached.

7.3.3 Any facts or circumstances of which the Insured was aware 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.

7.3.4 Any Claim made prior to or existing at the inception of this Policy.

7.3.5 7.3.5.1 Any Claim; or

7.3.5.2 Facts or circumstances that might give rise to a Claim,

Which have been notified or which could have been notified under any prior policy.

7.3.6 Any failure or omission on the part of the Insured to effect or maintain insurance.

7.3.7 Any claim which is more specifically insured against in any other section of this Policy.

7.3.8 Conspiracy, conversion, deceit, inducement, breach of contract or injurious falsehood.

7.3.9 Claims made and actions instituted within 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.

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

7.3.11 Any Claim incurred by or caused by a director or officer of the Insured whilst acting within the scope of their duties in such capacity.

7.3.12 The failure of any Product to meet the level of performance, quality, fitness or durability warranted by the Insured.

7.3.13 Liability assumed under the terms of a contract, agreement or warranty unless the Insured would have been liable in the absence of such contract, agreement or warranty.

7.3.14 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.

8. Conditions

8.1 In the event of a Claim, the Insured must give immediate notice in writing to LIU of such Claim and such information as LIU may require to reasonably investigate the Claim and to enable LIU to determine its liability under this Policy.

8.2 The Insured must take all reasonable precautions to prevent Injury, Damage or Financial Loss to any third party

Endorsement 4.

Licensed Premises Exclusion

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.

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.

Endorsement 5.

Schedule of Insurance

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The Insured:	Queensland Christian Soccer Association Inc & Others As Per Schedule	Invoice No:	071661
		Our Ref:	QCSA

Sexual Molestation Exclusion

This Policy does not cover liability directly or indirectly caused by, arising out of or in any way connected with sexual assault, abuse or molestation or any attempt thereat committed or alleged to have been committed by an Insured or any person referred to in Clause 3.

Furthermore, LIU shall have no duty to defend any claim, action, suit, proceeding, investigation or inquiry connected therewith.