



SCOTT & BROAD PTY LTD

08 May 2025

GENERAL & PRODUCTS LIABILITY INSURANCE

Thank you for your submission in respect of the risk detailed below.

Based on the information provided, our terms are as follows:

Policy Number:	10M 7431902		
Insured:	Master Policy for declared RSL of Australia Sub-Branches, Day Clubs and Women’s Auxiliaries		
Business Description:	Meetings and social events including transport to and from, fundraising activities, commemorative events and services, organisers of recreational events for members, property owners.		
Period of Insurance:	(From)	31 May 2025	at 4:00pm local time at the place of issue
	(To)	31 May 2026	at 4:00pm local time at the place of issue
Limit of Indemnity:			
Public Liability	\$20,000,000	any one Occurrence	
Advertising Injury	\$20,000,000	any one Occurrence	
Products Liability	\$20,000,000	any one Occurrence and in the aggregate for any one Period of Insurance	
Property in Your care, custody or control	\$250,000	any one Occurrence and in the aggregate per Sub-Branch	
Excess:	\$1,000	any one Occurrence except:	
	\$25,000	each and every Occurrence with respect to injury to contractors, sub-contractors, employees of any contractors or subcontractors, labour hire personnel, worker to worker claims, and/or workers’ compensation recovery actions (if covered).	
		‘worker to worker claim’ means a claim made by an injured worker (as defined by any relevant workers’ compensation legislation or similar scheme) against any Insured other than the injured worker’s employer.	
	\$5,000	any one Occurrence in respect of claims arising out of or in any way connected with the use of sporting equipment provided by North Bondi RSL Sub Branch	

Wording:

Steadfast_General and Products Liability_POL_CID0157_REV5_1223

Our policy wordings have been updated in response to the extension of the Unfair Contract Terms (UCT) regime to consumer and small business insurance contracts.

We have reviewed the terms in our insurance products for fairness, and have made some updates. A full copy of the new wording is attached.

Endorsement(s):

Steadfast Non-Absolute Cyber Endorsement
Pandemic Exclusion
Participation Exclusion
Group Policy Clause

ENDORSEMENT SCHEDULE

CGU Non-Absolute Cyber Endorsement

The following Endorsement applies to the Policy:

Section 3.9 of the Policy, 'E-Commerce', is deleted and replaced with the following

3.9 Cyber

- 3.9.1 arising out of Property Damage, defamation, humiliation, shock, fright, mental anguish, mental injury or breach of privacy directly or indirectly caused by, contributed to by or as a consequence of a Cyber Act;
- 3.9.2 arising out of the Insured's Products directly or indirectly caused by, contributed to by or as a consequence of a Cyber Act;
- 3.9.3 directly or indirectly caused by, contributed to by or as a consequence of Electronic Data Loss caused by a Cyber Act; or
- 3.9.4 directly or indirectly caused by, contributed to by or as a consequence of an act, error or omission by or on behalf of the Insured in controlling, preventing, suppressing, retaliating against or responding to a Cyber Act or Electronic Data Loss caused by a Cyber Act.

Provided that this exclusion 3.9 does not apply to claims for:

- 3.9.5 Personal Injury, excluding mental anguish or mental injury;
- 3.9.6 Property Damage, excluding Electronic Data; or
- 3.9.7 Advertising Injury,

directly caused by a Cyber Act.

For the purpose of this exclusion only, the following definitions apply:

Computer System means any computer, hardware, software, communications system (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Electronic Data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Cyber Act means any actual or alleged illegal, malicious, reckless, wilful or criminal act or series of related illegal, malicious, reckless, wilful or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Electronic Data means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

Electronic Data Loss means the loss of use of, loss of access to, total or partial destruction of, corruption of, alteration of, misappropriation of, reduction in functionality of, repair of, replacement of, restoration of, reproduction of, error in the creation of, error in the amendment of, error in the entering of, deletion of, or theft of Electronic Data including any monetary amount pertaining to the value of such Electronic Data, the infringement of intellectual property rights and breach of confidentiality.

In all other respects the Policy remains unaltered.

Pandemic/Epidemic Exclusion

Notwithstanding any provision to the contrary within this Policy, it is declared and agreed that this Policy does not cover any loss, destruction, damage, liability, cost, expense or any other amounts (whether actual or alleged), directly or indirectly caused by, or contributed to by, or in consequence of, or in any way connected with any:

- disease determined to be a Listed Human Disease or in respect of which a Human Biosecurity Emergency is declared under the *Biosecurity Act 2015* (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation;
- outbreak of infectious disease declared as a pandemic or epidemic by the World Health Organization or any Australian government or Australian government agency; or
- disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC).

Participation Exclusion

This Policy does not cover any liability for Personal Injury arising out of or in connection with the participation by any person in any:

- a) Dangerous Recreational Activity; or
- b) any athletic or sporting activity, training, competition, demonstration; performance, trial or race.

However, this Exclusion does not apply to:

- o Injury to any spectator; or
- o Walking, hiking, dancing; or
- o Fun runs, relays, egg and spoon races, 3 legged races, or
- o Darts, bocce, badminton, tennis, lawn bowls, ping pong, table tennis; or
- o Swimming with supervision; or
- o Walking soccer
- o Yoga, thai chi, pilates; or
- o Bike rides; or
- o Movie nights, trivia nights, pottery classes, art classes, guitar lessons, barbeque or coffee catch ups; or
- o Golf, putt putt golf, mini golf; or
- o Ten pin bowling; or
- o Fishing

Group Policy Clause

This insurance Policy is issued as a group policy to the sub-branches declared at the inception of the Policy or as subsequently added during the Period of Insurance.

Notwithstanding this Policy is administered under a group framework:

- a) the rights and responsibilities are held individually by each Insured; and
- b) Product Liability aggregate Limit of Indemnity apply to all Insureds collectively. This means that any claims made by any one individual sub-branch member of this group Policy will erode the limits available to other Insured members.

Disclaimer: The provisions contained in this clause are intended to clarify the specific terms related to individual participation and aggregate limits. They do not supersede or invalidate any other terms and conditions of the Policy, which remain in effect.

Each Insured member retains the individual right to:

- Cancel Participation: Sub-branches may cancel their own individual participation in this group policy at any time, without affecting the participation of other members.

- Access to Personal Information: Sub-Branches are entitled to request and receive information specifically pertaining to their individual participation and claims under this Policy.
- Premium payments and excess payments (in the event of a claim) are the responsibility of the individual sub-branches Insured parties acknowledge and agree to these terms upon participation in this Policy.

IMPORTANT INFORMATION

About CGU

Insurance Australia Limited trading as CGU Insurance is the underwriter of this insurance policy. Our Australian Business Number is 11 000 016 722. Our Australian Financial Services License Number is 227681. In this Policy Insurance Australia Limited trading as CGU Insurance is called "We," "Us," or "Our."

Intermediary remuneration

CGU pays remuneration to insurance intermediaries when We issue, renew or vary a policy the intermediary has arranged or referred to Us.

The type and amount of remuneration varies and may include commission and other payments. If You require more information about remuneration We may pay Your intermediary, You should ask Your intermediary.

Section 40 Insurance Contracts Act 1984 (Cth)

The following applies only to this Policy where there is a claims made endorsement attached to the Policy and where the endorsement is written on a 'claims made and notified basis'. This Policy does not provide any cover for Claims made before the Period of Insurance or after the expiry of this Policy. However, under section 40(3) of the Insurance Contracts Act 1984 (Cth) (ICA) We are not relieved of liability by reason only that the Claim was made after the expiration of the insurance if:

- a) You give Us notice in writing before the Policy expires of facts which might give rise to a Claim against You; and
- b) that notice is given to You as soon as reasonably practical after You became aware of those facts.

The above explanation of the operation of Section 40(3) does not form part of this Policy wording or endorsement.

Your duty of disclosure

Before You enter into an insurance contract, You have a duty to tell us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You. You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

If you do not tell us something

If You do not tell us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both. If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

General Insurance Code of Practice

We proudly support the General Insurance Code of Practice.

The purpose of the Code is to raise standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit Us to high standards of service
- to promote better, more informed relations between Us and You
- to maintain and promote trust and confidence in the general insurance industry
- to provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You; and
- to promote continuous improvement of the general insurance industry through education and training.

Our commitment to you

We have adopted and support the Code and are committed to complying with it. Please contact Us if You would like more information about the Code.

Our service commitment

We are proud of Our service standards and support the General Insurance Code of Practice. In an unlikely event that You are not satisfied with the way in which We have dealt with You, as part of Our commitment to customer service, We have an internal dispute resolution process in place to deal with any complaint You may have.

Please contact Your nearest CGU Insurance office if You have a complaint, including if You are not satisfied with any of the following:

- one of Our products
- Our service
- the service of Our authorised representatives, loss adjusters or investigators; or
- Our decision on Your claim.

Our staff will help You in any way they can. If they are unable to satisfy Your concerns, they will refer the matter to their supervisor or manager. If the manager cannot resolve the matter, the manager will escalate the matter to Our internal dispute resolution department. Further information about Our complaint and dispute resolution procedure is available by contacting Us.

How CGU protects your privacy

We use information provided by Our customers to allow Us to offer Our products and services. This means We may need to collect Your personal information, and sometimes sensitive information about You as well (for example, health information for travel insurance). We will collect this information directly from You where possible, but there may be occasions when We collect this information from someone else.

We will only use Your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give Us Your information, but this may affect Our ability to provide You with insurance cover.

We may share this information with companies within Our group, government and law enforcement bodies if required by law and others who provide services to Us or on Our behalf, some of which may be located outside of Australia.

For more details on how We collect, store, use and disclose Your information, please read Our Privacy Policy located at www.cgu.com.au/privacy. Alternatively, contact Us at privacy@cgu.com.au or 13 15 32 and We will send You a copy. We recommend that You obtain a copy of this Policy and read it carefully.

By applying for, using or renewing any of Our products or services, or providing Us with Your information, You agree to this information being collected, held, used and disclosed as set out in this Policy.

Our Privacy Policy also contains information about how You can access and seek correction of Your information, complain about a breach of the privacy law, and how We will deal with Your complaint.

Interest on unallocated premium

If We are unable to issue Your insurance when We receive Your application, We are required to hold your premium in a trust account on Your behalf until Your insurance can be issued. We will retain any interest payable by Our bank to meet, among other things, bank fees and other bank costs We incur in operating the account.