

SCHEDULE OF COVER

Association Liability

OUR REFERENCE	13030409
INSURED	Sports Aviation Federation of Australia & Hang Gliding Federation of Australia Inc
BUSINESS OF INSURED	Sporting body responsible for the administration of the hang gliding, paragliding and weightshift microlights regulations as provided by the Civil Aviation Safety Authority (CASA) of Australia. Classroom based; pilot training, instructor certification and provision of flight training facilities. General administration. Club meetings and gatherings. Commercial property owners and/or occupiers of clubrooms and offices.
PERIOD OF INSURANCE	30/06/19 to 30/06/20 At 4pm Local Time
INSURED PERSONS	Sports Aviation Federation of Australia & The Hang Gliding Federation of Australia Inc shall also be defined as the Contracting Insured
	<p>INSURED PERSON ENDORSEMENT</p> <p>The definition of Insured person shall be extended to include the below associations in respect of Insuring Clause B: 1.2 Professional indemnity insuring clause but only where the Insured person conducts training as a HGFA approved training facility.</p> <p>SAHGPA Dynasoarers HG Club Western Victorian HG Club Melbourne HG Club North East Vic HG Club Skyhigh Paragliding Club Southern Microlight Club Victorian Sport Flyers Victorian HG & PG Association Victorian Blue Sky Paramotor Club THGPA Blue Mountains HG Club Central Coast Sky Surfers East Oz Microlight Club Illawarra HG Club Koscuisko Alpine Paragliding Club Manilla Skysailors Inc Newcastle Hang Gliding Club Northern Beaches Hang Gliding Club Northern Rivers HG & PG Club NSWHPA Pico Club Sky Hawks Stanwell Park HG & PG Club Sydney Paragliding & Hang Gliding Club</p>

Flatlands Towing Club
Mid North Coast Flyers
Newcastle Paragliding Club
Hunter Skysailors Inc
South Coast Paragliding club
Sydney Hang Gliding Club
Cloudbase Paragliding WA
Goldfields Dust Devils
HGAWA
WA Hill Flyers Inc
WA Skypirates Paramotoring Club
Western Microlight Club
Western Soarers
Albany Hang Gliding Club
HGAWA
ACTHPA
Dusty Demons
Cairns Hang Gliding Club
Canungra Hang Gliding Club
North Queensland HG Association
Paradise Flyers QLD
Sunshine Coast Sports Aviators
Townsville HG Club
Dalby Hang Gliding Club
Central Queensland Skyriders
Duarina Flying Club
Southern QLD Hang Gliding association
Surf and Turf flyers
Wicked Wings Toowoomba
Whitsundays HG Club
Alice Springs PPG & PG Club

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

COVERING

Associations Liability

INSURING CLAUSES

ASSOCIATION LIABILITY INSURING CLAUSE û ENTITY ENDORSEMENT

It is agreed that Insuring clause A 1.1.1 is added as follows:
1.1.1 Association liability insuring clause

QBE agrees to indemnify the Association against all loss for which the Association shall become legally obligated to pay on account of any claim first made against the Association during the period of cover, and which is notified to QBE during the period of cover.

QBEs total liability for all claims under this clause shall not exceed the Limit of Indemnity (including defence costs) specified in the policy schedule and shall form part of and not be in addition to the limit of indemnity as specified in the policy schedule.

Further, in respect of coverage afforded under this clause only, Section 2: Automatic extension 2.2 Insured versus insured paragraph (a) of

Definition 7.21 Wrongful Act under the Policy is to be amended to read as follows:

Any actual or alleged breach of duty, breach of trust, neglect, error, omission, misstatement, misleading statement, or other act committed or attempted by the Insured in the course of the duties to the Association.

Provided always that QBE shall not be liable under this clause to make any payment for loss arising from any claim against the Association:

(a) under Insuring clause A 1.1.1 Association liability or Section 2: Automatic extension 2.2 Insured versus insured in respect of any claim:
(i) made in, or determined pursuant to, the law of the United States of America or Canada or their territories or protectorates; or
(ii) arising out of the enforcement of judgements, orders or awards obtained within, or determined pursuant to, the law of the United States of America or Canada or their territories or protectorates.

(b) directly or indirectly based upon, attributable to, or in consequence of any actual or alleged anticompetitive conduct.

(c) directly or indirectly based upon, attributable to, or in consequence of any actual or alleged breach of contract, except that this exclusion does not apply to any claim pursuant to cover afforded under Section 1: Insuring clause 1.2 Professional indemnity insuring clause, or Section 2: Automatic extension 2.2 Insured versus insured.

(d) brought by or on behalf of the Association; except that this exclusion does not apply to any claim:
(i) in respect of defence costs; or
(ii) brought by or at the direction of any liquidator, provisional liquidator, administrator or receiver of the Association.

(e) directly or indirectly based upon, attributable to, or in consequence of any infringement of copyright, trademarks, registered designs or patents, or any plagiarism, or breach of confidentiality.

(f) by any director of the Association pursuant to cover afforded under Section 2: Automatic Extension 2.2 Insured versus insured, where such claim is in connection with a contract of employment.

Other than as amended above, the terms, conditions and exclusions of the Policy shall continue to apply

COURT ATTENDANCE COSTS

Section 2: Automatic extensions is amended to include the following:
Court attendance costs extension

QBE agrees to reimburse, or pay on behalf of, the insured in respect of any claim covered by this policy where an insured person is required to attend a civil proceeding as a witness:

a. Up to \$500 per day for any person who is a director, officer or committee member of association;

and
b. Up to \$250 for any other insured person

QBE's total aggregate liability during any one period of insurance for all court attendance costs shall not exceed \$50,000 any one claim and in the aggregate and shall be part of and not in addition to the limit of indemnity as specified in the Policy Schedule.

The insured does not have to pay any deductible if they claim under this additional policy extension.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

OFFICIAL INVESTIGATIONS & ENQUIRIES û COSTS AND EXPENSES

Section 2: Automatic extensions is amended to include the following:

QBE agrees to pay Investigation costs and expenses.

Provided always that:

(a) QBE shall be entitled, at QBEs discretion, to appoint legal representation to represent the insured in the investigation, examination or enquiry;

(b) the investigation, examination or enquiry, or notice of intended investigation, or enquiry must commence during the period of insurance and is notified to QBE during the same period of insurance;

(c) in the event that a claim for payment of investigation costs and expenses is withdrawn or indemnity under this Policy is subsequently withdrawn or denied, QBE shall cease to advance investigation costs and expenses and the insured shall refund any investigation costs and expenses advanced by QBE to the extent that QBE are satisfied that the insured was not entitled to such investigation costs & expenses, unless QBE agrees in writing to waive recovery of such investigation costs and expenses; and

(d) QBEs total liability in respect of investigation costs and expenses for all claims made under this Policy extension shall not exceed \$100,000 any one Claim and in the aggregate and shall form part of and not in addition to the limit of indemnity as specified in the Policy Schedule.

For the purposes of this extension, investigation costs and expenses shall mean legal costs and other expenses incurred by or on behalf of the insured or by QBE arising out of any legally compellable attendance by an insured at any official investigation, examination or enquiry in relation to the conduct of the insureds profession where such investigation, examination or enquiry may lead to a recommendation in respect of civil liability or civil proceedings which would be the subject of a claim subject to indemnity by Insuring clause B of this Policy.

Investigation costs and expenses does not include any fine, penalty or order for the payment of monetary

compensation.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

FINES & PENALTIES EXTENSION

Section 2: Automatic extensions is amended to include the following:

Fines and Penalties extension

QBE agrees to pay on behalf of the insured any amount which the insured is ordered to pay pursuant to the laws of, or in the jurisdiction of Australia as a fine or penalty, provided always that QBE is not legally prohibited from paying the fine or penalty.

QBE's total aggregate liability during any one period of insurance for any fine or penalty:

- a. that is imposed on the association shall not exceed \$100,000;
- b. that is imposed on an insured person shall not exceed \$100,000;

any one claim and in the aggregate and shall form part of and not in addition to the limit of indemnity as specified in the Policy Schedule.

However, this extension does not provide cover in respect of the following:

- i. punitive, aggravated, multiple or exemplary damages;
- ii. fines or penalties uninsurable under the law or against the public interest, or where QBE is legally prohibited from paying; or
- iii. payments made, or liabilities, or fines, or penalties incurred in connection with the non-payment or underpayment or avoidance of any income tax, customs duties, excise duty, stamp duty, GST sales tax or any other State or Federal tax or duty.

It is hereby noted and agreed that the Policy Deductible specified on the Policy Schedule will apply to each and every claim notified under this Fines and Penalties extension.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

PUBLIC RELATIONS EXPENSES

Section 2: Automatic extensions is amended to include the following:

Public Relations expenses extension

Where the insured retains the services of a public relations consultant for the sole purpose of protecting the insured's reputation that has been brought to question as a direct result of a claim covered by this policy,

QBE agrees to pay any reasonable fees, costs, and expenses of such public relations consultant. Provided always that:

- a) the insured notifies QBE within 28 days of first becoming aware of the insured's reputation being brought into question, and provide full written details outlining the circumstances surrounding the event; and
- b) QBE have given prior written consent to retain the services of such public relations consultant; and
- c) QBEs total aggregate liability during any one period of insurance for all public relations expenses shall not exceed \$50,000 any one claim and in the aggregate and shall be part of and not in addition to the limit of indemnity as specified in the Policy Schedule.

It is hereby noted and agreed that the Policy Deductible specified on the Policy Schedule will apply to each and every claim notified under this Public Relations expenses extension.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

CRISIS COVER

Section 2: Automatic extensions is amended to include the following:

Crisis cover extension

QBE agrees to reimburse, or pay on behalf of, the insured any crisis loss which the association incurs by reason of a crisis and which is notified to QBE during the period of cover.

For the purposes of this endorsement only "crisis" means any of the following events which first occur during the period of cover and which in the reasonable opinion of the Chief Executive Officer (or equivalent position) of the association has the potential to reduce the consolidated annual revenue or income of the association by more than 30% during the next 12 month period if left unmanaged:

- a) The association loses its intellectual property rights including but not limited to patents, trademarks and copyrights;
- b) The association loses a major customer, contract or credit facility;
- c) Any product which is manufactured, produced, packaged or distributed by the association has a recall announced due to its potential for bodily injury or property damage;
- d) Bodily injury or death happening at the association's premises;

e) Discovery of unauthorised intrusion into the association's computer network or loss or theft of any of the Association's computers containing commercial-in-confidence information or information governed by privacy laws; or

f) Commencement of a criminal investigation into any Director or Officer or employee of the association.

For the purposes of this endorsement only "crisis loss" means the reasonable and necessary fees, costs and expenses paid by the association for an external crisis management consultant for a period not exceeding 30 calendar days after the crisis first happens to mitigate the effects of the crisis on the association's consolidated annual revenue.

QBE's total aggregate liability during any one period of insurance for all crisis loss shall not exceed \$50,000 any one claim and in the aggregate and shall form part of and not in addition to the limit of indemnity as specified in the Policy Schedule.

It is hereby noted and agreed that the Policy Deductible specified on the Policy Schedule will apply to each and every claim notified under this Crisis cover extension.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

QBE LEGAL PANEL

1. The Insured may contact the QBE professional liability legal panel for a single complimentary session of verbal advice in relation to matters which are covered or potentially covered under this policy;

2. In the event of a claim arising from the matter QBE agree to the appointment of any QBE professional liability legal panel member firm to act on behalf of the Insured in respect of any claim notified to QBE provided there is no existing or potential conflict of interest, in which case QBE will refer you to another member of the panel.

The terms, conditions and contact details for the QBE professional liability legal panel can be found at www.qbe.com.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

5.1 REPORTING AND NOTICE

It is hereby noted and agreed that Condition 5.1 "Reporting and notice" is deleted and replaced with the following:

5.1 Reporting and notice

(a) The insured shall give to QBE written notice as soon as practicable of any claim made against the insured provided always that such written notice is given to QBE during the same period of cover.

(b) Notice of any claim shall be given in writing to QBE, and delivered to:

Claims Manager
Professional Liability
QBE Insurance (Australia) Limited
60 Station Street
PARRAMATTA NSW 2150

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

ADDITIONAL NOTIFICATION PERIOD DELETED

It is agreed that Insuring clause 1.3 'Additional notification period' is deleted and replaced with the following:

1.3 Additional notification period

In the event that this insurance is not renewed or is cancelled for any reason other than non-payment of premium, then the insured will have until such time that the insured effects another Association liability insurance policy (or similar insurance) or a period of twenty-eight (28) days commencing the day of expiry of this Policy, whichever is the lesser period, during which to notify QBE of

any claim first made against the

Insured during the period of cover, provided that this extension:

(a) does not reinstate or increase the limit of indemnity or extend the period of cover;

(b) will only apply to wrongful act committed or alleged to have been committed by the insured before the end of the period of cover or the cancellation date of this Policy where this Policy has been cancelled.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

CONTINUOUS COVER ENDORSEMENT

QBE shall, notwithstanding Exclusion 4.1 (Prior or Pending) and any Claims

Made notice, provide indemnity

in respect of any claim made against the insured where such claim arises

from a fact or circumstance.

a) of which the Insured first became aware prior to the period of cover and which the insured knew, or ought to have reasonably known, had potential to give rise to a claim; and

b) which should have, but was not, notified to QBE under an earlier policy under which QBE was indemnifying the insured.

Provided always that:

c) such indemnity shall not apply to any claim where the insured's failure to notify such claim is fraudulent;

d) QBE has continued as the insurer of the Insured's Association Liability policy in uninterrupted

succession between the date when the Circumstance should have been notified and the date the claim was actually notified;

e) such indemnity shall be subject to the terms, conditions, limit of indemnity and deductible applicable to this Policy.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

CONTRACTING INSURED DEFINITION

The Hang Gliding Federation of Australia Inc shall also be defined as the Contracting Insured.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

IMPORTANT NOTICE: GROUP POLICY ARRANGEMENTS - ABOUT YOUR RIGHT TO ACCESS COVER

This is a group policy which the Contracting Insured has entered into with QBE for the period of insurance.

The Insured person may be eligible to claim under it as a third party beneficiary, provided the Insured person meets the eligibility criteria specified in the Policy, or under a particular cover, at the time loss or damage occurred.

The Insured person can't cancel or vary the Policy - only Contracting Insured and QBE can do this. If the policy is cancelled or varied by QBE, then QBE don't need to obtain the Insured persons consent.

QBE also don't provide the Insured person with any notices in relation to this Policy. QBE only send notices to the Contracting Insured as it's the only entity QBE have contractual

obligations to.

The Insured person is not obliged to accept any of the benefits of this Policy but if the Insured person makes a claim, the Insured person will be bound by its terms, conditions, limitations and exclusions.

Neither QBE nor the Contracting Insured hold the cover(s) or the benefits provided under the Policy on trust or for the Insured persons benefit or on the Insured persons behalf. The Contracting Insured also doesn't:

- Act on behalf of QBE or the Insured person in relation to the Policy
- Provide, and is not authorised to provide, any financial product advice, recommendations or opinions about the Policy or any cover; and
- Receive any remuneration or other benefits from QBE.

If the Insured person is seeking to access the benefit of the Policy, the Insured should consider obtaining advice as to whether it is appropriate for the Insured persons needs from a person who is licensed to give such advice.

Nothing prevents the Insured person from entering into other arrangements regarding insurance.

To confirm if the Insured person may have access to the Policy, and its currency, please refer to the 'For more information or to make a claim' section at the front of the Policy.

Limit of Indemnity

The maximum amount QBE will pay for any one claim involving more than one Insured or Insured Persons under this Policy is the aggregate Limit of Indemnity detailed within the Policy.

If the Aggregate Limit of Indemnity is insufficient to pay all Claims in full, then QBE will reduce each Insured and/or Insured Persons benefit proportionately.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

POLICY EXTENSIONS	1.5 - Trade Practices and Related Legislation	Included
	1.6 - Breach of Contract	Included
	1.7 - Libel and Slander	Included
	1.8 - Intellectual Property	Included
	2.1 - Advance Payment of Defence Costs	Included
	2.2 - Insured v Insured	Included
	2.3 - Occupational Health & Safety	Included

2.4 - Fraud and Dishonesty	Included
2.5 - Loss of Documents	Included
2.6 - Committees	Included
2.7 - Severability and Non-Imputation	Included
2.8 - Estates and Legal Representatives	Included
3.1 - Increased Aggregate Limit of Indemnity	Included
3.2 - Fidelity	Not Included
3.3 - Outside Directorship - Blanket Cover	Not Included
3.4 - Outside Directorship - Run-Off Cover	Not Included
3.5 - Trusteeship - Blanket Cover	Not Included
3.6 - Trusteeship - Run-Off Cover	Not Included

PRINCIPAL EXCLUSIONS

INADEQUATE INSURANCE EXCLUSION

QBE shall not be liable under this Policy to make any payment for loss arising from any claim made against an insured directly or indirectly based upon, attributable to, or in consequence of the failure or omission by such insured to effect or maintain insurance or adequate insurance.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

AIRCRAFT REGISTRATION AND INSPECTION EXCLUSION

QBE shall not be liable under this Policy to make any payment for loss arising from any claim made against an insured directly or indirectly based upon, attributable to, or in consequence of aircraft registration, inspection or maintenance advice provided by the Insured or on behalf of the Insured.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

SANCTIONS EXCLUSION

It is hereby agreed that Policy Section 4: Exclusions is extended to include the following:

SANCTIONS EXCLUSION

QBE shall not be liable under this Policy to make any payment for loss arising from any claim against any insured directly or indirectly based upon, attributable to, or in consequence of any transaction where a claim payment breaches sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America, or any local autonomous sanctions.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

AIRCRAFT MOTOR VEHICLES AND WATERCRAFT

It is hereby agreed that Policy Section 4: Exclusions is extended to include the following:

AIRCRAFT MOTOR VEHICLES AND WATERCRAFT

QBE shall not be liable under this Policy to provide indemnity in respect of any claim made against the Insured directly or indirectly based upon, attributable to, or in consequence of the ownership of any aircraft, motor vehicle or watercraft by the Insured.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

AMENDED BODILY INJURY EXCLUSION with WRITE BACK

It is hereby agreed that part (a) of Exclusion 4.4: Bodily Injury and Property Damage is amended in respect of Insuring Clause 1.2 Professional Indemnity Insuring clause only as follows:

4.4 BODILY INJURY AND PROPERTY DAMAGE

QBE shall not be liable under this Policy to provide indemnity in respect of any claim made against the Insured directly or indirectly based upon, attributable to, or in consequence of:

a) bodily injury, sickness, disease or death of any person, except as a direct result of a breach of professional duty, and up to an aggregate limit of \$500,000 inclusive of defence costs, which shall form part of the limit of indemnity and not be in addition to the limit of indemnity

b) physical loss of, damage to, or destruction of, any tangible property (other than any document), including loss of use thereof or any consequential loss.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

PREVIOUS MATTERS EXCLUSION

QBE shall not be liable under this Policy to make any payment for loss arising from any claim made against an insured directly or indirectly based upon, attributable to or arising from matters as detailed in Q9 (d) of the proposal form dated 7/6/18 and the claims reports emailed to QBE 18/6/2018, and Question xxx of the application form dated 12/06/2019, and the passenger death disclosed in the email received by us at 4.34pm on 12/06/2019 from Kelly Qualmann.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

LIMITS OF INDEMNITY \$ 5,000,000 any one claim
\$10,000,000 Maximum Aggregate

The maximum amount QBE will pay for any one claim involving more than one Insured or Insured Persons under this Policy is the aggregate Limit of Indemnity detailed within the Policy.

If the Aggregate Limit of Indemnity is insufficient to pay all Claims in full, then QBE will reduce each Insured and/or Insured Persons benefit proportionately.

EXCESS	\$10,000 Each & Every Claim		
JURISDICTIONAL LIMITS	In accordance with the Policy Wording		
RETROACTIVE DATE	Unlimited		
POLICY WORDING	QBE Association Liability Insurance Policy Wording (QM829-1116)		
INSURER	Policy No.	Proportion %	
	QBE Insurance (Aust) Ltd GPO Box 1119 ADELAIDE SA 5001	621004297ASL	100.0000
SPECIAL NOTE	<p>This memorandum is prepared as a summary of the insurance policy. It is not a complete description of all the policy's terms, conditions and exclusions.</p> <p>In determining a claim, or questions with regard thereto, the provisions of the policy will prevail.</p>		