



CERTIFICATE OF CURRENCY

The Insured : Hang Gliding Federation of Australia Inc

Policy Number : 62-1004297-ASL

Policy Class : Association Liability Insurance

Wording : QBE Association Liability Insurance Policy
Wording (Reference : QM829-1106)

Limit of Indemnity : \$ 5,000,000 Any One Claim
\$ 10,000,000 In the Aggregate

Excess : \$ 10,000 Each & Every Claim

Period of Insurance : From: 30/06/2018 4.00pm
To: 30/06/2019 4.00pm

For and on behalf of QBE Insurance (Australia) Limited – ABN 78 003 191 035

Signed *CB Kelly*
Date 16 / 07 / 2018

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.

AMENDED BODILY INJURY EXCLUSION – WRITE BACK

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 Exclusion

In respect of Insuring Clause 1.2: Professional Indemnity Insuring Clause, 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 Bodily Injury except as a direct result of a breach of professional duty, and up to an aggregate limit of \$500,000 inclusive of Costs and Expenses, which shall form part of the Limit of Indemnity and not be in addition to the Limit of Indemnity.

PROPOSAL FORM 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.

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

C) OTHER ENDORSEMENTS

DEDUCTIBLE ENDORSEMENT

The deductible shall be \$10,000 each and every Claim in respect of Policy Extension 2.2 Insured versus Insured.

ASSOCIATION LIABILITY INSURING CLAUSE – 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.

QBE's 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.

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.
 - (iii) brought by or on behalf of the Insured
- (b) directly or indirectly based upon, attributable to, or in consequence of any actual or alleged anti-competitive 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

QBE agrees to provide up to \$250 per day for court attendance costs incurred by the insured, if the insured is legally compelled to attend a civil proceeding as a witness in a claim covered by this Policy.

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 shown on the Policy Schedule.

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

OFFICIAL INVESTIGATIONS & ENQUIRIES – COSTS AND EXPENSES

QBE agrees to pay Investigation costs and expenses.

Provided always that:

- (a) QBE shall be entitled, at QBE's 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) QBE's 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 insured's 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.

PECUNIARY PENALTIES

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 liability for all claims under this extension shall not exceed the amount of one hundred thousand dollars (\$100,000) in the aggregate in respect of any penalty that is imposed on the Association and one hundred thousand (\$100,000) in the aggregate in respect of any penalty that is imposed on an Insured Person.

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

- (a) punitive, aggravated, multiple or exemplary damages;
- (b) fines or penalties uninsurable under the law or against the public interest;
- (c) 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.

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

PUBLIC RELATIONS EXPENSES

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) QBE's total aggregate liability during any one period of insurance for all public relations expenses shall not exceed \$50,000, and shall be part of and not additional to the limit of indemnity as shown on the Policy Schedule.

CRISIS COVER

QBE shall provide indemnity to the Association for 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;
- (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 liability for all claims in relation Association Crisis Cover under this extension shall not exceed the lesser amount of \$50,000 in the aggregate or the Limit of Indemnity and shall form part of and not be in addition to the Limit of Indemnity specified in the Schedule.

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.

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 ("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.

INSURED PERSON ENDORSEMENT

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.

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

Kosciusko 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

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

CONTRACTING INSURED DEFINITION

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

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 person's 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 person's benefit or on the Insured person's 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 person's 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.