

## Schedule of Insurance

<b>Class of Policy:</b>	Sports Liability & Professional Indemnity Insurance	<b>Policy No:</b>	ATCSL00710
<b>The Insured:</b>	Model Aeronautical Association Of Australia Inc. (MAAA)	<b>Invoice No:</b>	64753
		<b>Our Ref:</b>	34144

### Combined Liability Insurance

<b>Insurer:</b>	Certain Underwriters at Lloyd's of London
<b>Policy Number:</b>	ATCSL00710
<b>UMR:</b>	B087517Y135021
<b>Issued by:</b>	Combined Liability Insurance Policy Wording WRD112
<b>Insured:</b>	Model Aeronautical Association Of Australia (MAAA) state associations, affiliated clubs, all members, employees, instructors, inspectors and voluntary workers whilst participating in MAAA sanctioned activities, and/or subsidiary and/or related Corporations as defined under Australian Corporations Law and/or financiers and all parties for whom the Insured undertakes to insure for their respective rights, interests and Liabilities and/or subsidiary and/or related Corporations.
<b>Period of Insurance:</b>	<b>From:</b> 31 May 2018 <b>To:</b> 31 May 2019 4:00pm local standard time
<b>Policy Wording:</b>	Combined Liability Insurance Policy Wording WRD112
<b>Business Activities:</b>	The principal activities of the MAAA include but are not limited to: <ul style="list-style-type: none"><li>- Public awareness and promotion of the sport, Coordinating Events, Club Activities and Official Social Events</li><li>- Production of resource publications and newsletters</li><li>- Administration, Governance and Risk Management of the activity</li><li>- Owners/Occupiers of venues to take part in MAAA activities</li><li>- Provision of training for Instructors and Inspectors</li><li>- Flying model aircraft</li><li>- Conducting repairs on model aircraft</li></ul> and any other activity incidental thereto
<b>Address/Situation:</b>	16 Illidge Road VICTORIA POINT QLD 4165
<b>Participants:</b>	300 Affiliated Clubs / 10,000
<b>Policy Territory:</b>	Worldwide

### Limits of Indemnity

<b>Meaning of terms:</b>	'Not Included' means that this section is not insured in this quotation/placement
<b>Sum Insured:</b>	

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### Section 1

Professional Indemnity: \$5,000,000 each and every Occurrence and in the aggregate

Retroactive date: Date Insured registered as a business, first held continuous Professional Indemnity cover, or 5 years prior to inception, whichever the lessor

### Section 2

Public Liability: \$20,000,000 each and every Occurrence

Products Liability: \$20,000,000 each and every Occurrence and in the aggregate

**Excess:** \$5,000 each and every claim

### **Special Provisions and Endorsements:**

**Molestation/Sexual Abuse** (Defence Costs only – up to \$250,000 any one claim and in the aggregate, arising during the Policy Period) – Claims Made Basis

This Policy will indemnify the Insured by this extension against their legal liability to pay costs, fees and expenses incurred in defending a claim first made against the Insured and notified during the Period of Insurance as stated in the Schedule, from any claim or claims arising out of or in any way connected with actual, threatened or perceived sexual assault, sexual harassment or molestation of any child or disabled person up to a maximum of \$250,000 any one claim and in the aggregate, arising during the Period of Insurance as stated in the Schedule. An Excess of \$5,000 will apply to each and every claim made under this extension.

### **Care, Custody and Control**

It is hereby noted and agreed that clause 2.5.5 is amended to read as follows, and not as stated in the policy wording:

#### **Care, custody or control**

Property owned, leased, hired by, under hire purchase, on loan or rented to the Insured or otherwise in its care, custody or control. However, this exclusion does not apply to:

- (a) premises occupied by the Insured for the purpose of the Business Activities;
- (b) premises (including their contents) temporarily occupied by the Insured for the purpose of carrying out works on those premises, but no indemnity is available for any liability for physical damage to that part of any premises on which the Insured is or was working to the extent that the Damage arises or arose from such work;
- (c) the clothing and personal effects of directors, partners, principals, Employees and/or visitors;
- (d) other property temporarily in the Insured's possession or physical or legal control, subject to the following provisos:
  - there is no cover available for liability in respect of physical damage to that part of any property upon which the Insured is or has been working; and
  - Our liability to indemnify the Insured under this sub-clause is limited to \$500,000 for each and every Occurrence

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**Aircraft, Watercraft and Hovercraft Extension**

It is hereby noted and agreed that clause 2.5.8 is amended to read as follows, and not as stated in the policy wording:

**Aircraft, watercraft and hovercraft**

The ownership, maintenance, operation, possession or use by or behalf of the Insured of any aircraft, aerial device (except for Model Aircraft as governed by the Insured in accordance with their guidelines), watercraft (except watercraft while stored on land or that do not exceed eight metres in length) or hovercraft.

**Model Aircraft Definition**

A Model Aircraft is any unmanned aircraft, other than a balloon or kite, which is flown for sport or recreational purposes, weighing not more than 150kg including fuel and equipment installed to the aircraft at the commencement of its flight

**Contractors/Sub-Contractors Endorsement**

It is a condition precedent to liability under this Policy that all Contractors, Subcontractors, security, stall holders and third party performers to have their own liability insurance with a minimum limit of indemnity of \$10,000,000.

**North American Conditions**

This Policy is subject to the following additional terms and exclusions in respect of any claim, judgement, award, payment or settlement made in any country or territory which operates under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part)

**Punitive and exemplary damages exclusion**

Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages

**Industries, seepage, pollution and contamination exclusion**

This Insurance does not cover any liability for:

- Injury or loss of or damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination
- The cost of removing nullifying or cleaning-up seeping, polluting or contaminating substances
- Fines penalties punitive or exemplary damages

**Costs Inclusive**

It is understood and agreed that notwithstanding anything contained herein to the contrary all costs and expenses incurred in the defence or settlement of any claim shall be considered as part of and not in addition to the Limit under this insurance stated

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in the Schedule.

### Workers Compensation

This Policy shall not apply to any claim or claims:-

Arising out of any obligation for which the Insured and any Company as their Insurer may be held liable under any workers' compensations, unemployment compensation or disability benefits law or any similar law provided, however, that this exclusion does not apply to liability of others assumed by the Insured under contract or agreement.

### Disputes

Any dispute concerning the interpretation of the terms conditions limitations and/or exclusions contained herein is understood and agreed by both the Insured and the Insurers to be subject to English Law. Each party agrees to submit to the jurisdiction of any Court or competent jurisdiction within England or Wales and to comply with all requirements necessary to give such Courts jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

### Excess

An Excess of AUD 10,000 will apply for each and every claim.

### Sum Insured

The following Limits of Indemnity are applicable:

#### Section 1

Professional Indemnity \$1,000,000 each and every Occurrence and in the aggregate

#### Section 2

Public Liability \$2,000,000 each and every Occurrence

Products Liability \$2,000,000 each and every Occurrence and in the aggregate

**In all other respects, the policy is unaltered.**

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**THE UNDERWRITER:** Certain Underwriters at Lloyd's of London

This Schedule and Endorsements and Policy Wording shall be read together as one Contract.  
Marginal notes and Headings are used for identification and do not form part of the Policy Wording.



Signed: \_\_\_\_\_  
for and on behalf of ATC Insurance Solutions Pty. Ltd.  
acting as agent for the Underwriter as specified above

Date: 31st May 2018

### TAX INVOICE

This document becomes a Tax Invoice for GST when payment is made. Where your broker issues you a Tax Invoice, which included an amount for this supply of insurance, your payment is made against the broker's invoice and this document does not become a Tax Invoice.

If you are registered for GST purposes, your input tax credit entitlement is or is based on the GST amount shown above. Please note that in accordance with the GST law relating to insurance premiums the GST amount may be less than 1/11th of the total amount payable.

### OUR CONTRACT WITH YOU

The terms of cover are contained in this Policy, the Schedule and any attachments to the Schedule.

You should keep all of the Policy documents in a safe place.

### YOUR DUTY OF DISCLOSURE

Before you enter into this contract of insurance, you have a duty of disclosure under the Insurance Contracts Act 1984. The duty applies until we first agree to insure you, and until we agree to any variation, extension, reinstatement or renewal (as applicable).

### Answering our questions

In all cases, if we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

It is important that you understand you are answering our questions in this way for yourself and anyone else that you want to be covered by the contract.

### Variations, extensions and reinstatements

For variations, extensions and reinstatements, you have a broader duty to tell us anything that you know, or could

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reasonably be expected to know, may affect our decision to insure you and on what terms.

**Renewal**

Where we offer renewal, we may, in addition to or instead of asking specific questions, give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

We will tell you what your duty is on renewal before we agree to any renewal.

**What you do not need to tell us**

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 tell us, 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.

**CANCELLATION**

You may cancel your policy at any time by writing to us at Level 4, 451 Little Bourke Street, Melbourne, 3000 and advising us that you wish to cancel your policy. The cancellation will take effect from the date we receive such notice in writing. We will be entitled to retain premium which applies for the time on risk and an amount for our expenses subject to minimum premium provisions and any relevant government taxes and/or charges.

We may cancel your policy in any of the circumstances set out in, and in the manner allowed by, the *Insurance Contracts Act 1984*. We will advise you in writing if the Policy is cancelled by us.

**COMPLAINTS & DISPUTE RESOLUTION**

We are committed to dealing with any complaint about Our products or services, promptly and fairly.

If You or a Covered Person have a complaint, please first try to resolve it by speaking to the relevant member of Our staff.

If the complaint relates to the insurance cover, We have an internal disputes resolution process and suggest you contact Our Internal Dispute Resolution Officer on (03) 9258 1777 or by writing to Us.

We will acknowledge receipt of the complaint within three working days and, provided We have sufficient information, will complete the review within 15 working days. If this is not possible, We will agree a new timeframe for responding to You or the Covered Person. In any case, We will provide an update every ten working days.

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If the matter is still not resolved, You or a Covered Person may then contact:

Lloyd's Australia Limited  
Level 9, 1 O'Connell St  
Sydney NSW 2000  
Telephone: (02) 8298 0783  
Facsimile: (02) 8298 0788  
Email: idraustralia@lloyds.com

Lloyd's Australia offers a no cost complaint resolution service to You (and Covered Persons) which is independent and impartial. Lloyd's will advise You on how to proceed with Your complaint. If Lloyd's is unable to assist, they will promptly advise You or the Covered Person.

If You or a Covered Person are still not satisfied with the final decision, You or the Covered Person may wish to contact the Financial Ombudsman Service. This is a free independent external disputes resolution service provided to customers to review and resolve complaints where We have been unable to satisfy Your or the Covered Person's concerns.

For further details, please contact:  
Financial Ombudsman Service  
GPO Box 3 Melbourne VIC 3001  
Telephone: 1300 78 08 08  
Website: [www.fos.org.au](http://www.fos.org.au)  
Email: [info@fos.org.au](mailto:info@fos.org.au)

#### **PRIVACY**

In this statement "we", "us" and "our" means Lloyd's and ATC Insurance Solutions (ATC) as its agent.

We are bound by the requirements of the Privacy Act 1988 (Cth), the Privacy Amendment (Private Sector) Act 2000 (Cth) and the Privacy Amendment (Enhancing Privacy Protection) Act 2012. This sets out standards on the collection, use, disclosure and handling of personal information.

Our Privacy Policy is available at [www.atcis.com.au](http://www.atcis.com.au) or by calling us on the number below.

We, and our agents, need to collect, use and disclose your personal information in order to consider your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim. You can choose not to provide us with some of the details or all of your personal information, but this may affect our ability to provide the cover, administer the insurance or assess a claim.

We may disclose your personal information to third parties (and/or collect additional personal information about you from them) who assist us in providing the above services and some of these are likely to be overseas recipients in the United Kingdom. These parties which include our related entities, distributors, agents, insurers, claims investigators, assessors, lawyers, medical practitioners and health workers, and federal or state regulatory authorities, including Medicare Australia and Centrelink will only use the personal information for the purposes we provided it to them for (unless otherwise required by law).

Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from your representatives or co-insureds). If you provide information for another person you represent to us that:

- you have the authority from them to do so and it is as if they provided it to us;

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- you have made them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

You are entitled to access your information and request correction if required. You may also opt out of receiving materials sent by us by contacting ATC on (03) 9258 1777 or write to us at the address given on page 1.