

Allianz Global Corporate & Specialty

# Association Liability Policy Schedule

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## Association Liability Policy

### Policy Schedule

**POLICY CODE:**

POL397BA 04/09

**REF NUMBER:**

199R000521PLP

This is a **claims made policy**. Except as otherwise provided, this policy covers only claims first made against you during the period of cover. **Please read the policy carefully.**

Item 1:	<b>The Insured:</b>	Hang Gliding Association of Australia Incorporated
Item 2:	<b>Address of the Insured:</b>	4C / 60 Keilor Park Drive, Keilor East VIC 3033
Item 3:	<b>Professional Indemnity Insuring Clause:</b>	Hang Gliding Association and any company who conducts training as an HGFA approved training facility provided that such training is the primary business activity
Item 4:	<b>Limit of Indemnity:</b>	\$ 5,000,000 Any one claim \$ 10,000,000 In the Aggregate for all Loss
Item 5:	<b>Deductible:</b> Each Claim	\$ 10,000
Item 6:	<b>Premium:</b>	\$ 12,000.00
	<b>GST:</b>	\$ 997.88
	<b>Stamp Duty:</b>	\$ 1,167.56
	<b>Total:</b>	\$ <b>14,165.44</b>
Item 7:	<b>Period of Cover:</b>	From 4:00pm on 31 <sup>st</sup> March 2017 To 4:00pm on 31 <sup>st</sup> March 2018 [being local time at the address shown in Item 2]
Item 8:	<b>Retroactive Date:</b>	Unlimited
Item 9:	<b>Optional Extensions:</b>	N/A



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## ANNEXURE A

### Exclusions and conditions applicable to endorsements

Unless expressly provided otherwise, **our** liability to indemnify **you** under this endorsement is subject to the terms, conditions and exclusions of the **policy**.

### Bodily Injury & Property Damage Endorsement

Exclusion 39. Bodily Injury & Property Damage is replaced with:

arising from, attributable to or in any way connected with bodily injury or property damage unless arising from professional duties up to a \$ 500,000 sub-limit any one claim and in the aggregate. This Exclusion does not apply to any claim based on a wrongful employment act to the extent it alleges mental injury, mental anguish or emotional distress, or to Clause 18 (occupational Health and Safety) .

### Insolvency Endorsement

Exclusion 50 – Insolvency Exclusion is deleted in regards Insuring Clauses 1 and 5

### Pecuniary Penalties Endorsement

Automatic Extension **16. Pecuniary Penalties** is deleted in its entirety and replaced with the following:

#### **16. Pecuniary Penalties**

Insuring Clauses 2, 3, 4 and 5 are extended to cover as **loss**, to the extent permitted by law, any pecuniary penalties imposed in the jurisdictions of and under the laws of Australia and New Zealand upon the **insured** based on **wrongful acts**, except for any pecuniary penalties:

- (a) which are uninsurable at law or are imposed in respect of conduct the insurance of which is against public policy; or
- (b) arising directly or indirectly from a requirement to pay taxes, duties, rates, levies, charges, fees or any other revenue raising measure; or
- (c) imposed where the **insured** knew, or where a reasonable person ought reasonably to have known, prior to the **period of cover** that the **insured** had committed an offence under a law; or
- (d) as a result of further **wrongful acts** committed after the **insured** first knew, or where a reasonable person in the circumstances ought reasonably to have known, that the **insured** had contravened a law and committed an offence pursuant to that law, and which led to the imposition of increased or additional pecuniary penalties; or
- (e) imposed pursuant to any law regulating air, marine or vehicular traffic.

In the event of any conflict between this Extension and the Bodily Injury and Property Damage Exclusion, or the Pollution Exclusion, this Extension shall apply.

**Our** total liability under this Extension will not exceed in the aggregate \$50,000. This sub-limit is part of and not in addition to the **limit of indemnity**.

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### Occupational Health & Safety Defence Costs Endorsement

Automatic Extension 18. **Occupational Health & Safety Defence Costs** is deleted in its entirety and replaced with the following:

#### **18. Occupational Health & Safety Defence Costs**

Notwithstanding Clause 39 (Bodily Injury and Property Damage), under Insuring Clauses 1 and 2 **we** will pay **defence costs** of an **insured person** in respect of any **claim** for an alleged **wrongful act**, or **legal representation expenses** of an **insured person** in respect of an **official inquiry**, involving conduct which if established would constitute a breach of Occupational Health and Safety legislation.

This Extension provides cover in respect of alleged workplace manslaughter and industrial or workplace deaths.

### Court Attendance Reimbursement Endorsement

Automatic Extension 32. **Court Attendance Reimbursement** is deleted in its entirety and replaced with the following:

#### **32. Court Attendance Reimbursement**

Where an **insured person** is legally compelled to attend Court to give evidence in connection with a **claim** covered by this **policy**, **we** agree to pay a daily amount of \$250 in respect of that **insured person's** attendance.

The sub-limit of liability for all payments in the aggregate under this Extension is \$50,000 in respect of all **insured persons** for all attendances. No **deductible** applies to this Extension. This sub-limit is part of and not in addition to the **limit of indemnity**.

### Media Costs Endorsement

Automatic Extension 31. **Media Costs** is deleted in its entirety and replaced with the following:

#### **31. Media Costs**

**We** agree to pay **media costs** of any **insured** against which or whom a **claim** is made and which is covered by the **policy**.

The sub-limit of liability for all payments in the aggregate for all **claims** under this Extension is \$50,000. This sub limit is part of and not in addition to the **limit of indemnity**.

In all other respects this **policy** remains unaltered.

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## **PRIVACY NOTICE**

**This document sets out how we use, collect and disclose personal information about you. It replaces any information about privacy in the insurance documentation we have previously provided to you. Further information is in our Privacy Policy available at [www.allianz.com.au](http://www.allianz.com.au).**

At Allianz, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988 (Cth)*.

### **How We Collect Your Personal Information**

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

### **Why We Collect Your Personal Information**

We collect your personal information to enable us to provide our products and services, including to process and settle claims; offer our products and services and those of our related companies, brokers, intermediaries and business partners that may interest you; and conduct market or customer research to determine those products or services that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to our website's Privacy section at [www.allianz.com.au](http://www.allianz.com.au).

### **Who We Disclose Your Personal Information To**

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

### **Disclosure Overseas**

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

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### **Access to Your Personal Information and Complaints**

You may ask for access to the personal information we hold about you and seek correction by calling 1300 360 529 EST 8am-6pm, Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988 (Cth)* and how we deal with complaints. Our Privacy Policy is available at [www.allianz.com.au](http://www.allianz.com.au).

### **Telephone Call Recording**

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

